

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 7**

MICHIGAN LABORERS' DISTRICT  
COUNCIL, AN AFFILIATE OF THE  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO

Case 07-CD-221111

and

RAM CONSTRUCTION SERVICES OF  
MICHIGAN, INC.

and

LOCAL 324, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO

and

LOCAL 2, INTERNATIONAL UNION OF  
BRICKLAYERS & ALLIED CRAFTWORKERS  
(BAC), AFL-CIO

and

LOCAL 149, UNITED UNION OF ROOFERS  
WATERPROOFERS & ALLIED WORKERS, AFL-CIO

and

MICHIGAN REGIONAL COUNCIL OF  
CARPENTERS, UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF AMERICA,  
AFL-CIO

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**LOCAL 324 APPEAL OF RULING ON SUBPOENA**

Pursuant to §102.65(c) of the Board's Rules and Regulations, and other applicable measures, being in receipt of RAM Construction Services, Inc. Petition to Revoke Subpoena (Exhibit A) and following Hearing Officer Steven Carlson's ruling granting said Petition to Revoke Subpoena, (Exhibit B, pgs 684-687) Local 324 of the International Union of Operating

Engineers moves to appeal the Hearing Officer's August 07, 2018 ruling regarding Local 324's August 03, 2018 Subpoena Duces Tecum B-1-121HH8P, (Exhibit C) on the following grounds.

The Collective Bargaining Agreement, applicable to RAM Construction Services and Local 324 of the International Union of Operating Engineers is clear that the operation of all power-driven and power-generating equipment belongs to the Operating Engineers. (Exhibit D, pg 3). Central to the subject 10(k) hearing is the assignment of such work to other trades, particularly the Laborers. Local 324 has consistently claimed this work, and historically, the situation has been rectified by getting an Operator to perform the work, notwithstanding limited and sporadic equipment use which has never been an issue between the parties. Until this time, and the formal reassignment of the work to the laborers, the situation has always been resolved. Now, the Operators work has been formally assigned to the laborers, and Local 324 contends that this is due to the laborers being a cheaper trade. In contrast, the Employer alleges that there is not enough equipment work to support an Operator in a composite crew setting. Local 324 subpoenaed the exact evidence which would prove or disprove that allegation, and was denied such.

Thus, the hearing officer abused his discretion under the Board's Rules and Regulations Sec. 102.66(f). The evidence requested directly related to the matter under investigation or in question in the subject 10(k) proceedings. The hearing officer did not appropriately consider Local 324's need for material related to specific conduct at issue in the 10(k) hearing. Specifically at issue is the Employer's use of "composite crews" and their use of power-driven and power generating equipment. Pursuant to §102.66(a) of the Board's Rules and Regulations, "Any party shall have the right...to introduce into the record evidence of the significant facts that support the party's contentions and are relevant to the existence of a question of representation."

The production of the subpoenaed material is relevant to Local 324's exact contentions that there is significant use of power-driven and power generating equipment with RAM, which falls under the work jurisdiction provisions of the Collective Bargaining Agreement applicable to Local 324 & RAM Construction. (Exhibit D). The subpoenaed equipment logs illustrate the hours used on each machine weekly, at each job site. Such usage and conduct is directly relevant to the 10(k) proceedings, as the factors evaluated by the Board include: (1) work-jurisdiction provisions in the parties' collective-bargaining agreements, (2) to whom the work is currently assigned, (3) the employer's preference and past practice, and (4) economy and efficiency of operations.

### **Work Jurisdiction Provisions**

The work-jurisdiction provision in the collective bargaining agreement applicable to RAM construction Services and Local 324, International Union of Operating Engineers states clearly that: "The jurisdiction of the Union is recognized by the Employers to be the operation of all power-driven or power-generating construction equipment used in the building or alteration of all structures and engineering works insofar as the National Labor Relations Board recognizes operation of such types of equipment as being under the jurisdiction of Operating Engineers, Firemen, Oilers, and Apprentice Engineers, rather than any other skilled trade group." (Exhibit D, pg 3). Nowhere in the provision does it state that the operation of power-driven or power generating construction equipment is to be shared amongst the trades, or subject to a "composite crew." Such limitations were not bargained for. The evidence requested pursuant to the subpoena at issue relates directly to the jurisdictional matter at hand. It is RAM's contention that there is not enough work at RAM on the power-driven or power-generating equipment to support an operator, as testified to by Robert Mazur, President of RAM.

Q. Okay. Does the nature of the Employer's work support an operating engineer usually at a full-time, full day assignment operating equipment as may be suggested in a contract or a claim?

A. No, sir. (Exhibit B; pg 124).

A similar question was posed to RAM's Director of Operations, Michael McNab, in regards to why RAM uses composite crews made up of different trades instead of abiding by the traditional jurisdiction of work by each trade:

Q: Why does RAM use composite crews?

A. For the efficiency of the job sites.

Q. Typically, are there 8 hours of work on power-driven or power-generated equipment?

A. No. (Exhibit B, pg 283)

Q. And based on the experience, do you think RAM could continue in business if each trade union demanded strict adherence to the assignments, to the traditional assignments associated with that trade?

A. No.

Q. Why not?

A. It'd be a disruptive flow of the job. Each trade would only have an hour or two of the day, and it'd be very problematic to get the job done (Exhibit B, Pg. 292)

It is clear that the Employer is disregarding the work jurisdiction provisions of the Collective Bargaining Agreements it has entered into, with the basis being that there is not enough work at RAM on power-driven or power-generating equipment to support an operator, and abide by the Agreement. The validity of this contention can easily be ascertained and supported or disproven by the production of the equipment logs requested in the subject subpoena. The Collective Bargaining Agreement is clear that the work belongs to the Operating Engineers; any divergence from the CBA must be explored as Work Jurisdiction Provisions are a factor that the Board looks at in making a 10(k) determination, the requested evidence is crucial for making a complete record.

### **Employer's Preference & Past Practice**

As the President of Ram Construction Services indicated in his testimony at the 10(k) hearing when questioned regarding his opinion on Ram not having operators on operators equipment, "My comment has always been and continues to be that we run composite crews and if in fact a laborer has to be on a piece of equipment, so be it. There's no need to hire an operator for an hour or two hours' worth of work a day. So we've run a composite crew made up of multi-trades doing multiple facets of work on, as Kevin had reported earlier, many, many, many jobs. (Exhibit B; pgs 102-103). Thus, RAM themselves clearly brought up the contention that there are only an hour or two hours worth of equipment work per day. Local 324 and the Board should have the opportunity to see the equipment logs which will document the amount of equipment work there truly is. The Operation of power-driven and/or power-generating equipment is the work of the Operators pursuant to the CBA, however, Local 324 understands that occasionally, other trades will hop on and hop off the equipment. This sporadic usage has not been an issue in the past, and Local 324 has consistently pursued equipment work that extended past brief and sporadic, resulting in sufficient resolution up until the present. Local 324 claims per their CBA, the operation of power-driven and/or power generating equipment, and objects to the new assignment of that work to the Laborers. It is clear that placing laborers on the equipment is the Employer's preference, most likely due to the cheaper rates, but that factor needs to be fleshed out in order to determine the merits of such preference in contrast to the contractual jurisdictional provisions, and to determine if there has been a substantial change in the nature of RAM's work and/or the amount of time power-driven and power-generating equipment is utilized, which would support the usage of laborers instead of Operators, as the situation has always been resolved in the past when the Operators claimed the work.

## **Economy & Efficiency**

It is Employer's contention that they use "composite crews" made up of different trades in order to ensure the efficiency of work. The Employer contends that there is not enough work of the Operation of power-driven or power-generating equipment for an Operating Engineer to be assigned to the composite crew. The President of RAM Construction was questioned regarding how a composite crew makeup is determined:

Q. So how do you determine what your composite crew is made of?

A. Depending on what the work scope is, okay, we try to do the best to get the right people assigned to the right job. And again depending on the different disciplines of work that we have if it is concrete, if it is demolition, what the job consists of is how we make up the composite crew.

Q. So it's really not determined of what the contract covers as we were talking about earlier, power driven equipment and power generating equipment. To you it's more what do I need done on this job?

A. Well, it's a combination on what I need done on the job, number one; number two, how long somebody's going to be on that piece of equipment; and number three, the efficiencies that can be obtained. Because it's not fair for me to have the operator, work him two hours and send him home. I don't do that. (Exhibit B; Pg 155-156)

Mr. Mazur's testimony clearly falls under the economy and efficiency factor of a 10(k) determination. Production of the weekly logs of hours used on each power-driven and power-generating machine, would allow Local 324 to evaluate the cumulative amount of time spent on each machine by comparing each week to the last. By having that evidence, Local 324 and the Board will be able to determine how much power-driven or power-generating machine work is done by RAM construction services and evaluate the efficiency of assigning that work to another trade; the exact issue in question.

## **Employer's Petition to Revoke**

Local 324 further disputes the following arguments put forth in RAM's Petition to Revoke Subpoena dated August 07, 2018.

### *The Subpoena is overly burdensome*

In its Petition to Revoke Local 324's Subpoena, RAM stated that the subpoena was unduly burdensome in that RAM would have to search "literally an unknown number of weekly files to determine the status of every employee in order to respond to said subpoena" (Exhibit A, pg 2). Local 324 has merely requested the weekly logs of equipment used on each job for a determinate and finite number of time. Such logs are completed and turned in by the foreman of the job on a weekly basis ( Exhibit B, pg 378).

### *The subpoenaed records do not contain relevant information*

Local 324 agrees with RAM that the issue in this case is assignment of power-driven and power generating equipment. Local 324 further agrees that the precise issue in this case is composite crews. The composite crews are often absent an operator due to, as RAM contends, the limited nature and limited time regarding the use of power-driven and power generating equipment. The equipment records requested may not be designed to reveal who, or on what day, or for how long a specific worker operated any piece of at-issue equipment; the equipment records will however, show how much the equipment was used in a given week. Again, speaking to both Work Jurisdiction Provisions of the Collective Bargaining Agreements and Economy and Efficiency, the records will be able to demonstrate the amount of use of all power-driven or power-generating construction equipment used in the building or alteration of all structures and engineering works gets, and the efficiency and economy of utilizing a composite crew. Thus, the

equipment records do relate to the issues of the 10(k) hearing and will significantly advance the record for the Board. It is telling that RAM so vehemently objects to producing this information.

*The records are never complete*

Contrary to RAM's position in its petition to revoke, testimony at the hearing revealed that the records are submitted on a weekly basis and are accurate. RAM Superintendent Travis Tiernan testified in detail regarding the equipment logs.

Q. The equipment, thinking of what your job, you got a bobcat on the job, my understanding, there's some type of log of how many hours it's used in the day or something --

A. Yeah. That's done weekly. (Exhibit B, pgs 378)

As Superintendent Tiernan testified:

Q: What is your experience with foremen filling out the log on a weekly basis?

A. We do it every week. It's turned into Michelle Elwood, who's, does all the tracking of all the equipment.

Q. They shoot it by eye, or is it actual?

A. No, it's actual. They go up to the machine, and it actually has a meter on it. They read that meter, put it on a -- put it with their payroll, and send it to us. ( Exhibit B, pgs 379-380).

Regardless, even a snap shot average of the equipment utilized, is relevant evidence to complete the record needed for the Board to make a determination.

*Compliance with the Subpoena would cause Unnecessary Delay in the Proceedings.*

Local 324 has only requested the production of the weekly equipment logs for a finite amount of time and finite number of jobs for power-driven and power-generating machines. Testimony in the 10(k) hearing indicated that such logs are turned in by the foreman on a weekly basis. This is merely to determine how much time the equipment is used. The project at issue is ongoing. There is no threat of work disruption of any nature. As stated by Geno Alessandrini Sr., Business Manager of the Michigan Laborers' District Council, when questioned about proscribed activity threatened against RAM:

Q. Any of the action that you threatened in this letter, did you ever take any of that action?

A. I do not threaten.

Q. Well saying that you were going to take, you were going to take whatever means necessary to protect your work.

A. I know. I just don't like the word, threaten.

Q. You can call it what you want. Did any of those things happen?

A. No.

Q. And as of today, from that day till today, you haven't taken any action against RAM, correct?

A. That is correct.

...

Q. And in this correspondence, you withdraw any threat to stop work or picket any projects, correct?

A. Correct. (Exhibit B, Pgs 462-463).

Likewise, Local 324 has withdrawn the grievance at issue, and Local 324 Business Manager, Doug Stockwell testified at the hearing that neither Local 324 nor the International has sought to enforce the Arbitration award in this matter in Federal Court. (Exhibit B pgs 653-656). Thus, work stoppage and/or proscribed activity is not a threat here; as a result, any delay caused by the production of such information will not affect the ongoing project.

*The Subpoena is for an improper purpose*

Local 324 agrees with RAM's position that this is not an audit case for damages. The evidence requested in for the particular issues subject of this 10(k) proceeding, namely that there is not enough operation of power-driven and/or power generating equipment to necessitate the need for an operator to be included in RAM's "composite crew." This is the sole purpose of the subpoena, and as explained in Local 324's Motion to Quash, the Local 324 Union is a separate legal entity from the Fringe Funds and the 10(k) determination has no effect on or any bearing on any audit pursued by the Funds in compliance with their duty under ERISA.

### *Procedural Infirmities with the Subpoena*

Procedural Infirmities with the subpoena were cured and/or waived at the 10(k) hearing.

### **Conclusion**

The applicable collective bargaining agreement is clear that the operation of all power-driven and power-generating equipment belongs to the Operating Engineers. Central to this 10(k) hearing is the assignment of such work to other trades, particularly the Laborers, based on the Employer's allegation that there is not enough of the work to support utilizing an Operator. Local 324 subpoenaed evidence which would prove or disprove that allegation, and was denied such. Thus, Local 324 of the International Union of Operating Engineers moves to appeal the Hearing Officer's ruling regarding Local 324's August 03, 2018 Subpoena Duces Tecum B-1-121HH8P, (Exhibit C) and requests that the Employer be compelled to comply with the subpoena and produce "Any and all weekly logs, reports and/or meter readings regarding time and/or hours recorded of usage for each piece of power-driven and/or power-generating equipment utilized at the following projects:

- University of Michigan Hill St. Parking Deck – 2016-Present
- 321 Lafayette St. Detroit, MI (Old Free Press Building) 2017- Present
- Wayne State Parking Deck #2 – 2017-2018
- Wayne State Parking Deck #6 - 2018
- Wayne State Parking Deck #5 – 2015-2016
- Southfield Town Center Parking Deck – 2017- Present
- McNamara Terminal – 2016-Present
- Guardian Building -2015-2017
- Whitney Building -2016
- Little Caesars Arena – 2016-2017
- Hart Plaza – 2018
- Church of Scientology – 2018
- Kresge Eye Institute 2017-2018
- Beaumont Hospital Dearborn – 2017.

Respectfully submitted,

*s/David J. Selwocki* P51375  
dselwocki@swappc.com

**CERTIFICATE OF SERVICE**

I hereby certify that on August 22, 2018, I electronically I served the foregoing paper on all parties of record by email.

*s/Jessica L. Schuhrke*

Jessica L. Schuhrke, P77561

CC:

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National Labors Relation Board  
Region 7  
McNamara Federal Building  
477 West Michigan Avenue  
Detroit, MI 48226  
Attn: Terry Morgan, Regional Director  
Via: efilng

# Exhibit A

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 7

MICHIGAN LABORERS DISTRICT COUNCIL, AN  
AFFILIATE OF THE LABORERS' INTERNATIONAL  
UNION OF NORTH AMERICA, AFL-CIO,

Case #07-CD-221111

and

RAM CONSTRUCTION SERVICES OF MICHIGAN, INC.,

and

LOCAL 324, INTERNATIONAL UNION OF OPERATING  
ENGINEERS, AFL-CIO,

and

LOCAL 2, INTERNATIONAL UNION OF BRICKLAYERS  
AND ALLIED CRAFTWORKERS (BAC), AFL-CIO,

and

LOCAL 149, UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS, AFL-CIO

and

MICHIGAN REGIONAL COUNCIL OF CARPENTERS,  
UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA, AFL-CIO.

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**RAM CONSTRUCTION SERVICES, INC.'S  
PETITION TO REVOKE SUBPOENA**

Pursuant to Section 102.66(c) of the Board's Rules and Regulations, and other applicable measures,  
**RAM Construction Services, Inc.** (hereinafter "RAM"), being in receipt of the attached Subpoena

Emp # \_\_\_\_\_

*Duces Tecum* issued by IUOE Local #324 and addressed to RAM, hereby petitions to revoke said subpoena on the following grounds:

**#1 – Introduction.**

In addition to procedural infirmities, the subpoena is overburdensome and seeks information that does not relate to any matter under investigation, or in question in the proceedings, such information as the subpoenaed documents may contain is not relevant to these proceedings.

**#2 – The Subpoena is Overly Burdensome.**

This subpoena is overly burdensome in that it seeks to require RAM to search literally an unknown number of weekly files to determine the status of every employee in order to respond to said subpoena. Additionally, the subpoena would require RAM to review each employee's file. Additionally the subpoena would require RAM to review each employee's work day records.

**#3 – The Subpoenaed Records do not Contain Relevant Information.**

Sample equipment paperwork, such as that subpoenaed, is attached. It is in a form designed to assist RAM in locating a piece of equipment and gauging its maintenance. The issue in this case is assignment of power-driven and power-generating equipment. The precise issue is composite crews. So far, the record is replete with evidence of what Operators do when not on equipment, and, what persons operate equipment when an Operator is, or is not, around. The equipment records are not designed to reveal who, or on what day, or for how long a worker operated any piece of at-issue equipment. Thus, the subpoenaed equipment records do not relate to the issues of the 10(k) hearing and will NOT advance the record in this matter. Equipment logs are not designed to reveal who operated equipment on any given day, or, for how long. That would require a day-by-day anecdotal inquiry into the memory of employees past and present, which would require weeks of, and additional days of testimony.

**#4 - The Records are Never Complete.**

The records as a whole are woefully incomplete. It is estimated by the Employer's person in charge of receiving and monitoring the equipment reports, that only thirty percent (30%) of the reports are turned in. Of those sheets turned in, only 30% of them are accurate, including machine time entries (if there are working time counters on the machines).

**#5 - Compliance with the Subpoena Would Cause Unnecessary Delay in the Proceedings.**

This subpoena imposes unnecessary delay. RAM does not at this time know how long it will take to request or compile all records from 2016 to date. As is clear, the records are by machine, not by operator, or by actual time of operation, including time on and off equipment. Any attempt to correlate the records to time spent on equipment by any trade or tradesman, would require a great deal of additional evidence, including employee testimony, and would, after substantial delay, at best have unreliable results, as this information is based on human memory.

**#6 - The Subpoena is for an Improper Purpose.**

This is not an audit case for damages. For that reason, it is for an improper purpose. In the event the Board were to grant enforcement, and RAM was not to comply, RAM is entitled to a suppression Order forbidding this information from being used in any proceeding not before the Board. There is no question the Union will permit use any such information in an audit/fringe damage action claiming fringe contributions. Already the Union has averred that this 10(k) is unrelated to any audit in its Motion to Quash filed Tuesday, July 31, 2018.

**#7 - Procedural Infirmities with the Subpoena.**

Not only was no fee tendered, (in fact ever tendered on any subpoena), the Employer is being forced to waive its five (5) working days granted for a Petition to Revoke. Thus, the Subpoena cannot be complied with in accordance with NLRB Rules and Regulations. (102.66(c))

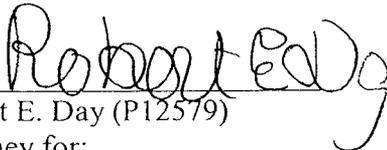
**#8 – Conclusion.**

The RAM Petition to Revoke must be granted, or, in any event, ruled on by the NLRB to avert unending delay of this 10(k) proceeding.

Respectfully submitted,

**ROBERT E. DAY, P.C.**

By

  
Robert E. Day (P12579)

Attorney for:

RAM Construction Services of Michigan, Inc.

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E-mail: [rday@rdaypc.com](mailto:rday@rdaypc.com)

Date: August 7, 2018

CERTIFICATE OF SERVICE

I, **Robert E. Day**, counsel for **RAM Construction Services of Michigan, Inc.**, hereby certifies that I have served a copy of RAM Construction Services, Inc.'s Petition to Revoke Subpoena upon the following persons, by hand delivery, at the hearing on this 7<sup>th</sup> day of August, 2018:

David J. Selwocki, Esq.  
Sullivan, Ward, Asher & Patton, P.C.  
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25800 Northwestern Highway  
Southfield, Michigan 48075

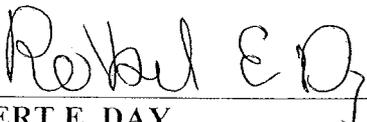
Daniel G. Helton, Esq. (P43758)  
Law Offices of Daniel G. Helton  
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Detroit, Michigan 48207

John R. Canzano, Esq. (P30417)  
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Farmington Hills, Michigan 48334-1501

Michigan Regional Council of Carpenters  
23401 Mound Road  
Warren, Michigan 48091  
Attn: Ed Pasternak/David Malinowski

and Stephen Carlson, NLRB Hearing Officer

  
\_\_\_\_\_  
ROBERT E. DAY

# SULLIVAN, WARD, ASHER & PATTON, P.C.

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August 3, 2018

Robert Mazur  
RAM Construction Services  
13800 Eckles Road  
Livonia, MI 48150

**VIA HAND DELIVERY**

**RE: Local 324, Operating Engineers (IUOE), AFL-CIO, Michigan Laborers District Council, an Affiliate of the Laborers International Union of North American, AFL-CLO, and RAM Construction Services of Michigan, Inc.  
Case: 07-CD-221111**

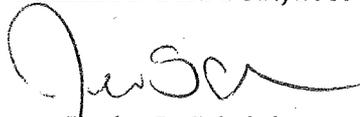
Dear Mr. Mazur,

Please see the attached Subpoena Duces Tecum for the above referenced matter.

Thank you for your time and attention to this matter.

Very truly yours,

**SULLIVAN, WARD,  
ASHER & PATTON, P.C.**



Jessica L. Schuhrke

JLS/jrl

W2204563.DOCX/OENG-129618

**SUBPOENA DUCES TECUM****UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**To RAM Construction Services Corporate RepresentativeAs requested by David J. Selwockiwhose address is 25800 Northwestern Highway, Suite 1000, Southfield, MI 48075

(Street)

(City)

(State)

(ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge

of the National Labor Relations Board

at Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 300, Detroit, MI 48226in the City of Detroiton Tuesday, August 7, 2018 at 9:00 am or any adjournedMichigan Laborers District Council, an affiliate of the Laborers' International  
Union of North America, AFL-CIO (RAM Construction Services of Michigan,  
Inc.)or rescheduled date to testify in 07-CD-221111

(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

**SEE ATTACHMENT**

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R. Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R. Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

**B-1-121HH8P**

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Detroit, MichiganDated: July 23, 2018

*John J. Ring*  
John Ring, Chairman

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Any and all weekly logs, reports and/or meter readings regarding time and/or hours recorded of usage for each piece of power-driven and/or power-generating equipment utilized at the following projects:

- University of Michigan Hill St. Parking Deck – 2016-Present
- 321 Lafayette St. Detroit, MI (Old Free Press Building) 2017- Present
- Wayne State Parking Deck #2 – 2017-2018
- Wayne State Parking Deck #6 - 2018
- Wayne State Parking Deck #5 – 2015-2016
- Southfield Town Center Parking Deck – 2017- Present
- McNamara Terminal – 2016-Present
- Guardian Building -2015-2017
- Whitney Building -2016
- Little Caesars Arena – 2016-2017
- Hart Plaza – 2018
- Church of Scientology – 2018
- Kresge Eye Institute 2017-2018
- Beaumont Hospital Dearborn - 2017

Any and all weekly logs, reports and/or meter readings regarding time and/or hours recorded of usage for each piece of power-driven and/or power-generating equipment utilized at the following projects:

- University of Michigan Hill St. Parking Deck – 2016-Present
- 321 Lafayette St. Detroit, MI (Old Free Press Building) 2017- Present
- Wayne State Parking Deck #2 – 2017-2018
- Wayne State Parking Deck #6 - 2018
- Wayne State Parking Deck #5 – 2015-2016
- Southfield Town Center Parking Deck – 2017- Present
- McNamara Terminal – 2016-Present
- Guardian Building -2015-2017
- Whitney Building -2016
- Little Caesars Arena – 2016-2017
- Hart Plaza – 2018
- Church of Scientology – 2018
- Kresge Eye Institute 2017-2018
- Beaumont Hospital Dearborn - 2017



Job # MIC-204887-8

Job Southfield Town Center Phase 2 - Location: Southfield Town Center

Name: Critical Repairs

Foreman: Anthony Morris Week Ending Date: 01/21/2018

Unit #	Description	Check fluids, filters, belts, tires							Related Notes	Current Hours
		M	Tu	W	Th	F	Sat			
8447	BOB CAT	X	X	X	X	X	X		4377	
5611	gator	X	X	X	X	X	X		3890	
3344	CONCRETE BUGGY	X	X	X	X	X	X		1285	
8372	Sweeper	X	X	X	X	X	X		2139	
11348	PAM MACHINE	X	X	X	X	X	X		3680	
9051	PAM MACHINE	X	X	X	X	X	X		1488	

Work Environment: PARKING STRUCTURE

Scope of Work: DEMO

Purpose: To record and track large equipment while in use on a jobsite.

Equipment Types: All equipment with an hour meter excluding manlifts - RAM Owned and Rental

Frequency: Metered hours are to be recorded weekly

Other Uses: Make note of any equipment with mechanical problems/issues (which have also been reported through the use of the Call Center.)

Mandates

MUSI be submitted weekly with timesheets

MUSI report any/all mechanical problems by way of the Call Center

MUSI report any/all equipment moves by way of the Call Center (including field transfers)

MUSI be filled out completely, legibly and accurately

Person Completing Form:

*Anthony Morris*

Signature

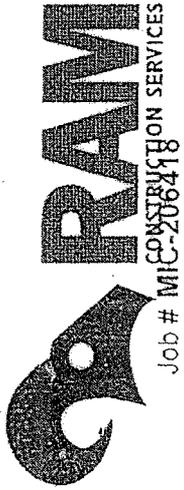
*Anthony Morris*

Please print name

Superintendent:

Travis Tiernan

Signature



Job # MIC-206418

Job McNamara GTC EJ Repair

Location: Metro Airport

Name: \_\_\_\_\_

Foreman: Ron Clapper

Week Ending Date: 07/29/2018

Unit #	Description	Check fluids, filters, belts, tires							Related Notes	Current Hours
		M	Tu	W	Th	F	Sat			
3758	185 Air compressor	X		X	X	X				
890	30-375 Air compressor	X		X	X	X				866
892998	Bobcat	X		X	X	X				176
891156	Bobcat	X		X	X	X				280
89715	Generator	X		X	X	X				45
89711	Generator	X		X	X	X				42
890791	Generator	X		X	X	X				207
891403	Generator	X		X	X	X				4

Work Environment: Parking Deck

Scope of Work: Concrete Repairs

Purpose: To record and track large equipment while in use on a jobsite.

Equipment Types: All equipment with an hour meter excluding manlifts - RAM Owned and Rental

Frequency: Metered hours are to be recorded weekly

Other Uses: Make note of any equipment with mechanical problems/issues (which have also been reported through the use of the Call Center.)

**Mandates**

MUSI be submitted weekly with timesheets

MUSI report any/all mechanical problems by way of the Call Center

MUSI report any/all equipment moves by way of the Call Center (including field transfers)

MUSI be filled out completely, legibly and accurately

Person Completing Form: Ron Clapper

Signature

Ron Clapper

Please print name

Superintendent: \_\_\_\_\_

Signature



# Equipment Usage Log

Job # 206714 Job Bank of America Location: Troy, MI  
 Name: \_\_\_\_\_

Foreman: \_\_\_\_\_ Week Ending Date: \_\_\_\_\_

Unit #	Description	Check fluids, filters, belts, tires							Related Notes	Current Hours
		M	TU	W	Th	F	Sat			
880575	Air compressor	X				X				1750.2
881154	Bob cat					X				380.5

Work Environment: \_\_\_\_\_

Scope of Work: \_\_\_\_\_  
 Purpose: To record and track large equipment while in use on a jobsite.  
 Equipment Types: Man lifts, scissor lifts, compressors, bobcats, excavators, 10K/40K blasters, etc. • both RAM owned and rentals  
 Frequency: Metered hours are to be recorded weekly  
 Other Uses: Make note of any equipment with mechanical problems/issues (which have also been reported through the use of the Call Center.  
**Mandates**  
 MUST be submitted weekly with timesheets  
 MUST report any/all mechanical problems by way of the Call Center  
 MUST report any/all equipment moves by way of the Call Center (including field transfers)  
 MUST be filled out completely, legibly and accurately

Person Competing Form: \_\_\_\_\_  
 Signature: Jesse Thompson  
 Please print name: Jesse Thompson

Supervisor: \_\_\_\_\_

- Arrived on Job and did not work
- Arrived on job with body damage
- Arrived on job in new condition
- Not running right - needs maintenance
- Swapped out with equipment#:
- Transferred to another job
- Equipment not in system
- Equipment is missing asset number
- Problem equipment:
- Machine is junk and should be replaced
- Electrical issues
- Fuel Issues
- Tire issues
- Equipment was serviced this week
- Oil Leak/ Added oil/ called in repair/ fixed



Equipment Usage Log

Job # 204588 Job BCBSM Location: Detroit

Name: \_\_\_\_\_

Foreman: John Goddard Week Ending Date: 06/22/2018

Unit #	Description	Check fluids, filters, belts, tires.							Related Notes	Current Hours
		M	Tu	W	Th	F	Sa	Su		
501438	bobcat	X	X	X	X	X				45042
892350	generator	X	X	X	X	X				8.8
881593	scissorlift	X	X	X	X	X				71.5

Work Environment: parking deck office bid

Scope of Work: caulk wash patch T/P

Purpose: To record and track large equipment while in use on a jobsite.

Equipment Types: Man lifts, scissor lifts, compressors, bobcats, excavators, 10k/40k blasters, etc. - both RAM owned and rentals

Frequency: Metered hours are to be recorded weekly

Other Uses: Make note of any equipment with mechanical problems/issues (which have also been reported through the use of the Call Center.

Mandates

MUST be submitted ~~weekly~~ with timesheets

MUST report any/all mechanical problems by way of the Call Center

MUST report any/all equipment moves by way of the Call Center (including field transfers)

MUST be filled out completely, legibly and accurately

Person Competing Form: John Goddard Signature John Goddard Please print name

Superintendent: [Signature]



Job # **MFC-206260-6**

Job Name: **The Farwell - Interior CMU Masonry**

Location: **1249 Griswold Street, Detroit, MI**

Foreman: **erice** Week Ending Date: **05/12/2018**

Unit #	Description	Check fluids, filters, belts, tires							Related Notes	Current Hours
		M	Tu	W	Th	F	Sat			
11557	hi-low	X	X	X	X	X			3681	
5483	bobcat	X	X	X	X	X			1633	
9728	generator	X	X	X	X	X			1742	

Work Environment:

Scope of Work:

Purpose: To record and track large equipment while in use on a jobsite.  
 Equipment Types: All equipment with an hour meter excluding manifolds - RAM Owned and Rental  
 Frequency: Metered hours are to be recorded weekly  
 Other Uses: Make note of any equipment with mechanical problems/issues (which have also been reported through the use of the Call Center.)

Mandates

- MUSI be submitted weekly with timesheets
- MUSI report any/all mechanical problems by way of the Call Center
- MUSI report any/all equipment moves by way of the Call Center (including field transfers)
- MUSI be filled out completely, legibly and accurately

Person Completing Form: \_\_\_\_\_  
 Signature *Of*  
 Superintendent: \_\_\_\_\_  
 Signature *Eric Rice*  
 Please print name \_\_\_\_\_



# Exhibit B

1 Q. All the time?  
 2 A. All the time.  
 3 Q. Has it always been so as you've just described, that you  
 4 have to do this kind of work with various, with at least the  
 5 groups, the trades that you named?  
 6 A. Yes, sir.  
 7 Q. Where do the roofers come in if at all?  
 8 A. The roofers come in on the coatings, the roofers come in  
 9 on the below grade waterproofing, and again, depending on the  
 10 workload they're influxed into the crew.  
 11 Q. Because once you, let's say you've redone a parking  
 12 deck, you've torn it apart?  
 13 A. Yep.  
 14 Q. Taken away the debris?  
 15 A. Yep.  
 16 Q. Am I doing okay so far?  
 17 A. So far.  
 18 Q. Now, you've got to replace below?  
 19 A. Yep.  
 20 Q. Lay down, re-rod if it's necessary?  
 21 A. Yep.  
 22 Q. Pour the concrete?  
 23 A. Yep.  
 24 Q. Do whatever you do with the concrete, and then do you  
 25 waterproof it also?

1 A. Sometimes it's the coating that goes over it, and that's  
 2 the waterproofing you're talking about.  
 3 Q. And do parking decks have expansion joints?  
 4 A. They do.  
 5 Q. What's an expansion joint and what purpose does it  
 6 serve?  
 7 A. An expansion joint is a piece of material that's placed  
 8 at a strategic part in a concrete slab to allow for expansion  
 9 and contraction.  
 10 Q. Do you look to any particular trade to install as part  
 11 of this process expansion joints?  
 12 A. That one is shared between the Laborers and the BAC and  
 13 whoever we have available.  
 14 Q. Now, just as far as we've gone, does the RAM way of  
 15 organizing and assembling workers for this work have a name?  
 16 A. Yes, sir.  
 17 Q. What do you call it?  
 18 A. Composite crews.  
 19 Q. On all your field work?  
 20 A. Yes, sir.  
 21 Q. Do you know why, Mr. President, RAM uses composite crews  
 22 and not one trade group?  
 23 A. It's deemed to be more efficient for our operation, and  
 24 we've been doing it that way for plus or minus 30 years, and  
 25 it's worked out extremely well.

1 Q. Does the notion of composite crew have a litmus test  
 2 that, of how many hours on that day's job you're going to  
 3 have this set of tradesmen and more or less days you're going  
 4 to have another set of tradesmen?  
 5 A. No, sir.  
 6 Q. Are you a principal proponent of composite crews?  
 7 A. Yes, sir.  
 8 Q. In fact, are you the architect?  
 9 A. I was.  
 10 Q. Have you ever considered single sourcing it? One trade  
 11 group, no headaches, one size fits all?  
 12 A. The thought's crossed my mind, but it wouldn't work.  
 13 Q. You're too far down the road, aren't you?  
 14 A. Yes, sir.  
 15 Q. Now, what is gained from that mix rather than a single  
 16 track or a single purpose crew?  
 17 A. Efficiencies.  
 18 Q. Explain what you mean by efficiencies. Is it training,  
 19 is it experience, is it their schooling, is it your  
 20 schooling?  
 21 The Government wants to know why is it more efficient in  
 22 your opinion to do it this way?  
 23 A. Well, again, it's more efficient because you have a lot  
 24 of trades incorporating and working towards the same end  
 25 goal. There's training that's incorporated. When we get

1 younger people they get a lot of onsite training on the job,  
 2 so there's a lot of facets that go into the efficiencies that  
 3 we see.  
 4 Q. And is there also trade advancement within the groups?  
 5 A. Oh, yes, sir.  
 6 Q. How does that work and why does it work that way?  
 7 A. Well, it just, it works that way depending on their  
 8 knowledge and depending on their production and their skill  
 9 levels.  
 10 Q. So what is entry level?  
 11 A. Apprentice.  
 12 Q. Okay. And then the apprentice goes through all of the  
 13 process, however it is that you've just described?  
 14 A. Yes, sir.  
 15 Q. Now, are composite crews assembled for both large and  
 16 small jobs?  
 17 A. Yes, sir.  
 18 Q. Regardless of duration?  
 19 A. Yes, sir.  
 20 Q. Okay. Does the nature of the Employer's work support an  
 21 operating engineer usually at a full-time, full day  
 22 assignment operating equipment as may be suggested in a  
 23 contract or a claim?  
 24 A. No, sir.  
 25 Q. Would that be true for vertical restoration?

1 to assembling and assigning workers to a job?  
 2 A. They all have composite crews.  
 3 Q. Is that true today?  
 4 A. It is.  
 5 Q. Why does RAM use composite crews?  
 6 A. For the efficiency of the job sites.  
 7 Q. Typically, are there 8 hours of work on power-driven or  
 8 power-generated equipment?  
 9 A. No.  
 10 Q. Do the employees work together?  
 11 A. I'm sorry?  
 12 Q. Do they all work together?  
 13 A. They do.  
 14 Q. Do they all have a foreman?  
 15 A. They do.  
 16 Q. Does the foreman have to come from a specific trade?  
 17 A. No.  
 18 Q. And how is the foreman selected and by whom?  
 19 A. The foreman is selected by the superintendent, and it's  
 20 based off of his skill set, knowledge of the job.  
 21 MR. DAY: No further questions of this witness.  
 22 Thank you for your patience.  
 23 HEARING OFFICER CARLSON: Before we get to cross-  
 24 examination, let me just ask another very basic question.  
 25 With respect to the power-driven equipment, is there any of

1 the trades that are specifically skilled to operate any of  
 2 the pieces of equipment exclusively?  
 3 THE WITNESS: What's your question?  
 4 HEARING OFFICER CARLSON: Yeah. I'm sorry. I'm not  
 5 asking it very well. I'm trying to get on the record --  
 6 maybe it's -- maybe I should make it simpler.  
 7 MR. HELTON: You may -- we may get to this in some of  
 8 the cross, and you can reserve it --  
 9 HEARING OFFICER CARLSON: Okay. I think --  
 10 MR. HELTON: -- till after everybody's crossed.  
 11 HEARING OFFICER CARLSON: You know, I think we  
 12 probably -- yeah. I think we all probably --  
 13 MR. HELTON: I think I may get to the answer of that,  
 14 not exactly the question you asked.  
 15 HEARING OFFICER CARLSON: Okay. Then I appreciate that.  
 16 It would probably be more efficient to go --  
 17 MR. HELTON: Could I have about 5 minutes and use the  
 18 restroom?  
 19 HEARING OFFICER CARLSON: Absolutely.  
 20 MR. DAY: I'm going to ask for permission to put in one  
 21 more exhibit that I know is going to come in anyway, which is  
 22 the withdrawal of the grievance on June 5th. I might as well  
 23 do it --  
 24 MR. SELWOCKI: Agreed.  
 25 MR. HELTON: Yeah.

1 MR. MALINOWSKI: Agreed.  
 2 MR. HELTON: No objection.  
 3 MR. SELWOCKI: We wouldn't have killed so many trees if  
 4 I knew you were going to do this.  
 5 UNIDENTIFIED SPEAKER: Me too.  
 6 UNIDENTIFIED SPEAKER: Can I grab my water?  
 7 HEARING OFFICER CARLSON: Sure. I need my  
 8 organizational chart back too --  
 9 MR. HELTON: Can we take a break, 5 minutes?  
 10 HEARING OFFICER CARLSON: -- Mr. Day.  
 11 Yeah. Want to put this in, and then --  
 12 MR. HELTON: Yeah, that's fine.  
 13 HEARING OFFICER CARLSON: -- we'll take the break.  
 14 MR. DAY: Is this your org chart?  
 15 HEARING OFFICER CARLSON: I don't think so, but I can  
 16 share it with the witness. That's fine.  
 17 THE WITNESS: Can I put this here?  
 18 HEARING OFFICER CARLSON: Actually, it is mine. Yeah.  
 19 THE WITNESS: Can I put this here?  
 20 HEARING OFFICER CARLSON: Sure.  
 21 MR. SELWOCKI: No objection.  
 22 MR. DAY: For the record, I have marked as Employer  
 23 Exhibit Number 28, a email, dated June the 5th, 2018, 10:35  
 24 a.m. in the morning.  
 25 (Employer's Exhibit 28 marked for identification.)

1 Q. BY MR. DAY: It's to Michael McNab. It was from  
 2 Mr. Douglas Stockwell. It reads, "Mr. McNab, this email is  
 3 to inform you that IUOE Local 324 has withdrawn its  
 4 grievance, Number 1533. You received this email; did you  
 5 not, sir?  
 6 A. Yes.  
 7 MR. DAY: Okay. I offer it at this time.  
 8 HEARING OFFICER CARLSON: You received this email on or  
 9 about June 5th, 2018?  
 10 THE WITNESS: Yes.  
 11 HEARING OFFICER CARLSON: Is that correct? Okay. Any  
 12 objection?  
 13 MR. HELTON: No objection.  
 14 MR. MALINOWSKI: No objection.  
 15 MR. CANZANO: No objection.  
 16 MR. DAY: And I'll pass the witness.  
 17 HEARING OFFICER CARLSON: Employer's 28 is received.  
 18 (Employer's Exhibit 28 received in evidence.)  
 19 HEARING OFFICER CARLSON: Let's take a 10-minute break.  
 20 MR. HELTON: Okay. Ten minutes.  
 21 MR. MALINOWSKI: Ten or fifteen? Because that way I can  
 22 try to get organized here as well, and we won't have to break  
 23 after --  
 24 HEARING OFFICER CARLSON: Sure. Let's return at 10:45.  
 25 (Off the record from 10:34 a.m. to 10:51 a.m.)

1 Q. I think there used to be.  
 2 A. Yeah? They all blended into the Local 2 now?  
 3 Q. I'll tell everyone else off the record what happened to  
 4 that, but that's here nor there. Now, are you familiar --  
 5 are you -- do you -- have you dealt, in the last 10 years,  
 6 with any representative of Local 514?  
 7 A. It's been quite a while.  
 8 Q. But you have dealt with representatives from Bricklayers  
 9 Local 2?  
 10 A. Oh, absolutely.  
 11 HEARING OFFICER CARLSON: I just would note for the  
 12 record that this issue was clarified in Mr. Mazur's testimony  
 13 yesterday.  
 14 MR. HELTON: Okay. Yeah. I think it was.  
 15 Q. BY MR. HELTON: On RAM jobs, these tasks and others that  
 16 would be traditionally associated with a particular craft, is  
 17 it your testimony that they are performed, essentially, by  
 18 all the crafts that RAM hires?  
 19 A. Through composite crews, yes.  
 20 Q. Pardon?  
 21 A. Through our composite crews, yes.  
 22 Q. I got it. And could RAM -- and you're director of  
 23 operations. You're responsible for basically supervising  
 24 superintendents; is that correct?  
 25 A. That is correct.

1 Q. And based on the experience, do you think RAM could  
 2 continue in business if each trade union demanded strict  
 3 adherence to the assignments, to the traditional assignments  
 4 associated with that trade?  
 5 A. No.  
 6 Q. Why not?  
 7 A. It'd be a disruptive flow of the job. Each trade would  
 8 only have an hour or two of the day, and it'd be very  
 9 problematic to get the job done.  
 10 Q. Would it require moving men around between job sites,  
 11 for --  
 12 A. Within the day.  
 13 Q. Within the day?  
 14 A. Yeah.  
 15 Q. Would it result in a greater expense to RAM?  
 16 A. Oh, huge.  
 17 Q. Would that affect RAM's ability to compete for jobs?  
 18 A. It would. It would.  
 19 Q. So do you view the composite crew, and the nature  
 20 it's -- the composite crews' work for RAM essential to RAM's  
 21 continued operations?  
 22 A. I do.  
 23 Q. Now, all of those, the specific jobs that we associated  
 24 with specific trades, do some of them, or all of them  
 25 requiring using power-driven or power-generating equipment?

1 For example cleanup, does that involve the use of power-  
 2 driven or power-driven equipment?  
 3 A. It can.  
 4 Q. What kind of equipment?  
 5 A. A bobcat, a sweeper.  
 6 Q. Okay. How about moving materials, does that require  
 7 power-driven equipment?  
 8 A. It does.  
 9 Q. Like what kind of equipment?  
 10 A. Forklifts, lull, Gradall, bobcat, hi-lo.  
 11 Q. How about finishing, which is bricklayer or cement mason  
 12 work, does that require power-driven equipment?  
 13 A. It can.  
 14 Q. What kind of equipment?  
 15 A. The ride-on, I don't know the exact name of it, but it's  
 16 a ride-on machine, and it trowels, and finishes off the  
 17 cement.  
 18 Q. So is it accurate to say that, for most of the specific  
 19 tasks that would be associated with a particular trade,  
 20 power-driven or power-generating equipment is used?  
 21 A. Yes.  
 22 MR. HELTON: I've got no further questions.  
 23 HEARING OFFICER CARLSON: Okay, thank you.  
 24 Mr. Malinowski.  
 25 MR. MALINOWSKI: Thank you, sir.

1 CROSS-EXAMINATION  
 2 Q. BY MR. MALINOWSKI: Good morning, sir.  
 3 A. Good morning.  
 4 Q. I hope to be very brief. Sir, if you could, could you  
 5 take a look at what's been listed at Employer's Exhibit  
 6 Number 18? And once you find that, what I'd like you to do  
 7 is flip to the last page, which is the grievance report.  
 8 MR. MALINOWSKI: If it -- may I approach the witness,  
 9 and I'll hand him my copy, to speed things along, if that's  
 10 all right?  
 11 HEARING OFFICER CARLSON: You may.  
 12 MR. MALINOWSKI: I'm handing the witness my copy of  
 13 Employer's Exhibit 18.  
 14 THE WITNESS: Thank you.  
 15 Q. BY MR. MALINOWSKI: I'd just kind of direct you to the  
 16 grievance on the last page. Sir, would you agree that the  
 17 location of that, of this grievance is 321 West Lafayette  
 18 Boulevard, Detroit, Michigan?  
 19 A. Yes.  
 20 Q. Okay. And is this the only grievance filed by the  
 21 Operators, to your knowledge?  
 22 A. To my knowledge, it's the only one.  
 23 Q. Okay. Do you know if any other union filed a grievance  
 24 on the issue that we have at hand?  
 25 A. No.

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1 Q. Now, over time you've had discussions with John  
2 Hamilton, right?  
3 A. Oh, yes, sir.  
4 Q. And those were face to face meetings?  
5 A. Some of them, yes, sir.  
6 Q. Otherwise they're other forms of communication?  
7 A. Telephone.  
8 Q. All right. Did John Hamilton -- do you know how long he  
9 was the principal officer of the Local 324 the Operating  
10 Engineers?  
11 A. Not exactly. Quite a while.  
12 Q. Did he ever complain to you that non-operators ran any  
13 of his equipment?  
14 A. Never.  
15 Q. Did you have conversations with Sam Hart, the  
16 predecessor, the principal officer to Mr. Hamilton, on  
17 occasion?  
18 A. Yes, sir, more than an occasion.  
19 Q. Face to face?  
20 A. Yes, sir.  
21 Q. Phone calls?  
22 A. Yes, sir.  
23 Q. Over time?  
24 A. Yes, sir.  
25 Q. Did Sam Hart ever complain to you of non-operators on

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1 his equipment?  
2 A. Never.  
3 Q. Has any principal officer ever complained to you that  
4 you're putting non-operator tradesmen on their equipment?  
5 A. Most recently, yes, sir.  
6 Q. And that most recently was for the first time?  
7 A. Yeah, it's been the last -- the last couple of years  
8 they've been discussing more operators on the equipment.  
9 Q. And who are those people that you're referring to,  
10 "they"?  
11 A. It would be Doug Stockwell and his new regime.  
12 Q. And do you know any of the new regime?  
13 A. I know some first names. I really don't know the  
14 people.  
15 Q. Now, what --  
16 HEARING OFFICER CARLSON: Excuse me. Who is Doug  
17 Stockwell?  
18 THE WITNESS: He's the business manager for Local 324  
19 presently.  
20 HEARING OFFICER CARLSON: Thank you.  
21 Q. BY MR. DAY: Did you have a response to any comment that  
22 generally commented on RAM not having operators on operator  
23 equipment?  
24 A. Well, yeah. My comment has always been and continues to  
25 be that we run composite crews and if in fact a laborer has

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1 to be on a piece of equipment, so be it. There's no need to  
2 hire an operator for an hour or two hours' worth of work a  
3 day. So we've run a composite crew made up of multi-trades  
4 doing multiple facets of work on, as Kevin had reported  
5 earlier, many, many, many jobs.  
6 Q. As to Local 324, is there or was there a grievance that  
7 you learned about on or about May 3rd of 2018?  
8 A. Yes, sir.  
9 Q. And what was that grievance and how did you learn about  
10 it?  
11 A. The grievance, first there was a telephone call with a  
12 business agent and myself, and the complaint was there was a  
13 laborer on a bobcat at the old Free Press building. And at  
14 the time he wanted an operator on the bobcat. We discussed  
15 it. I told him I didn't feel that there was enough operator  
16 work. At the time he was pushing us to have more operators  
17 join the rank and file of RAM Construction Services.  
18 Q. And having listened to this business agent whose name  
19 you don't recall at the moment?  
20 A. It was Kermit something.  
21 Q. Is he in the room here?  
22 A. I don't know.  
23 Q. Okay.  
24 MR. BURKE: Yes. Hi.  
25 Q. BY MR. DAY: What did you tell Kermit since he may have

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1 an opinion as to what this conversation was?  
2 A. I told him that we weren't going to change our practices  
3 and composite crews were how we built our business.  
4 Q. And he said?  
5 A. "Work with me, Bob."  
6 Q. Anything else to that conversation?  
7 A. Not too much, no, sir.  
8 Q. Now, was that conversation over that bobcat at the Free  
9 Press followed by a written grievance?  
10 A. Yes, sir.  
11 Q. Now, is that the first written grievance that you've  
12 ever seen from the Operators as far as you can recall?  
13 A. I believe it's the first one.  
14 Q. Today in June and July of 2018 are we now aware that  
15 there exists an AFL-CIO plan for settlement of jurisdictional  
16 disputes?  
17 A. Most recently, yes, sir.  
18 Q. To your knowledge is any such plan in any of your union  
19 agreements?  
20 A. No, sir.  
21 Q. You're aware, are you, that it is said that the  
22 Operators and the Laborers are somehow connected to this  
23 plan; is that correct?  
24 A. That's what I've heard, yes, sir.  
25 Q. If it's not in your contracts with the Laborers or the

1 Q. And how about with the Roofers?  
 2 A. Yes, sir.  
 3 Q. So I get a handle on that composite crew situation.  
 4 Well, what types of jobs would you have an Operating Engineer  
 5 even on as part of a composite crew?  
 6 A. He could be on any type of job, sir.  
 7 Q. Even if it'd only required two hours of operating  
 8 equipment?  
 9 A. Yes, sir.  
 10 Q. What would make you decide to hire an Operating  
 11 Engineer?  
 12 A. I have them on my payroll.  
 13 Q. No, no, but would make you decide to hire one?  
 14 A. I have them on my payroll. They're employees of RAM.  
 15 They're treated like any other employee, and I make sure they  
 16 get their 40 hours. So they're not always doing operator  
 17 work.  
 18 Q. I understand that. I didn't ask that question.  
 19 A. Okay. So what question did you ask?  
 20 Q. The question I asked was, why do you have Operating  
 21 Engineers?  
 22 A. I have three boom trucks. The operators historically  
 23 are the only people who touch and operate my boom trucks.  
 24 Q. You never put another trade on the boom truck?  
 25 A. No, sir.

1 Q. Never once?  
 2 A. No, sir.  
 3 Q. Do not operator -- well, excuse me, that's a bad way to  
 4 ask a question.  
 5 Operators work the bobcats, correct? Plus they got  
 6 concrete?  
 7 A. As does laborers, as does BAC members, as do roofers.  
 8 Yes, they do.  
 9 Q. So you're saying it's the work of all those other trades  
 10 to get into a bobcat and go bust up concrete?  
 11 A. And to do what, sir?  
 12 Q. And bust concrete up like in a parking structure or at a  
 13 restoration project?  
 14 A. They're using it to transport the concrete, not bust it  
 15 up, sir. It's usually being busted up with jackhammers.  
 16 Q. So you're saying that bobcats don't have an attachment  
 17 that breaks up the concrete?  
 18 A. I didn't say that. Historically our use is jackhammers.  
 19 Once in a while we'll use that attachment on a bobcat and  
 20 it'll either be run by an operator or a laborer.  
 21 Q. Have you had jobs where it would be 8 hours of doing  
 22 this, you know, it's a big project, what have you, and you  
 23 have laborers doing it for the entire 8 hours?  
 24 A. Very rarely.  
 25 Q. Are you aware of various times through the years the

1 Operator will complain it would either be there or hear about  
 2 it and the BA would come out and we'd try to make it right by  
 3 hiring an operator?  
 4 A. I know there has been situations like that, yes, sir.  
 5 Q. Who handles those field relationships? Is that  
 6 Mr. McNabmore?  
 7 A. Mr. McNab has been assisting me in the last 18 months.  
 8 Q. Okay.  
 9 A. Before that it was me.  
 10 Q. So you're not familiar with that occurring with --  
 11 A. Oh, I said it has occurred, yes, sir.  
 12 Q. Routinely or just once in a while?  
 13 A. Once in a while.  
 14 Q. Are there jobs where there's laborers running the  
 15 equipment such as bobcats doing the different things we  
 16 talked about for the better part of the day and there's no  
 17 operators on the job whatsoever?  
 18 A. Yeah, but again the running of the bobcat is usually not  
 19 all day, but there is jobs where there is a bobcat, if that's  
 20 the question, where there is no operators.  
 21 Q. So how do you determine what your composite crew is made  
 22 of?  
 23 A. Depending on what the work scope is, okay, we try to do  
 24 the best to get the right people assigned to the right job.  
 25 And again depending on the different disciplines of work that

1 we have if it is concrete, if it is demolition, what the job  
 2 consists of is how we make up the composite crew.  
 3 Q. So it's really not determined of what the contract  
 4 covers as we were talking about earlier, power driven  
 5 equipment and power generating equipment. To you it's more  
 6 what do I need done on this job?  
 7 A. Well, it's a combination on what I need done on the job,  
 8 number one; number two, how long somebody's going to be on  
 9 that piece of equipment; and number three, the efficiencies  
 10 that can be obtained. Because it's not fair for me to have  
 11 the operator, work him two hours and send him home. I don't  
 12 do that.  
 13 Q. Well, they probably don't want you to do that; they  
 14 probably want to work.  
 15 A. Well, some do, some don't.  
 16 Q. I -- you'll find that in every profession.  
 17 A. Fair enough.  
 18 MR. HELTON: True of attorneys too.  
 19 MR. SELWOCKI: Yeah, these guys aren't asking any  
 20 questions, what are they doing? The laborers are okay.  
 21 Q. BY MR. SELWOCKI: Laborers' wage and fringe rate is  
 22 significantly lower than the operators, correct?  
 23 A. It is lower.  
 24 Q. If you could go to Employer's Exhibit 14.  
 25 A. Yes, sir.

1 Q. Was there any attempt to get any from the hall?  
 2 A. Yes. That's when we did actually bring in two other  
 3 ones. And one of the guys did a lot of damage to some of the  
 4 equipment, one of the operators.  
 5 Q. Did you go to the hall and get another operator?  
 6 A. I can't -- I don't think so. That wasn't my project, as  
 7 well. That was another superintendent's project. That was  
 8 right when I was coming onboard to be a superintendent.  
 9 Q. What are some recent projects that you're familiar with,  
 10 where there's a lot of equipment being used? It could be,  
 11 you know, could be the bobcat, it could be forklifts, shot  
 12 blasting, sweepers, and --  
 13 A. The largest one I had was actually in Saginaw, recently.  
 14 That was a lot of hydro demo.  
 15 Q. Hydro demo, educate me. What do they do?  
 16 A. They have a machine that comes in and actually puts out  
 17 a certain PSI that blasts the concrete out. It's a lot  
 18 faster process than actually doing it by hand, or even with a  
 19 piece of equipment.  
 20 HEARING OFFICER CARLSON: Excuse me. What is that  
 21 machine called, that they use? If you know.  
 22 THE WITNESS: It's a hydrostatic -- I don't know,  
 23 because we subcontract that, the hydro part out. And then we  
 24 do the cleaning, and all the prep work around it.  
 25 HEARING OFFICER CARLSON: Okay. And what equipment is

1 A. Yes.  
 2 Q. So a lot of those parking decks, they use the breakers  
 3 all day?  
 4 A. No.  
 5 Q. What do you use the breakers on?  
 6 A. We use it on, like slab on grade, things of that nature.  
 7 Sometimes on full depth, we do use it, depending on how much  
 8 there is.  
 9 Q. Because of a larger deck?  
 10 A. Yes.  
 11 Q. What's a -- give me a large deck project --  
 12 A. Town Center, Southfield Town Center.  
 13 Q. And then, any others in the past year or two?  
 14 A. No, not really. That was probably pretty much the  
 15 biggest projects.  
 16 Q. Is there a machine that grinds up the concrete, kind of?  
 17 A. Yeah, mill.  
 18 Q. Mill?  
 19 A. Yeah. It attaches to the bobcat.  
 20 Q. Okay. And how often is that used?  
 21 A. I actually used it on this year on -- I had three Wayne  
 22 State projects going, so I used it on that.  
 23 Q. All parking deck projects?  
 24 A. All parking decks. Yes.  
 25 Q. And that's -- did you have to take out the whole deck?

1 involved in that?  
 2 THE WITNESS: Pneumatic hammers, things of that nature,  
 3 Bobcat with a sweeper.  
 4 HEARING OFFICER CARLSON: Any others that you can think  
 5 of?  
 6 THE WITNESS: No, that's it.  
 7 HEARING OFFICER CARLSON: Okay. Thank you.  
 8 Q. BY MR. SELWOCKI: So there's a lot of Bobcat work on  
 9 that project?  
 10 A. Yes.  
 11 Q. What other projects can you think of where there's been  
 12 a significant amount of equipment used?  
 13 A. Well, we use a bobcat every day. We use it every day.  
 14 So mainly, that's what we use, is a bobcat, Bobcat with a  
 15 bucket, sweeper, breaker, things of that nature.  
 16 Q. But my understanding is, some jobs, some may have a  
 17 bobcat for 30 minutes or an hour.  
 18 A. Correct.  
 19 Q. I'm thinking more of those jobs where we're talking  
 20 three, four, five plus hours, of any type of equipment use.  
 21 I don't mean handfals, I mean --  
 22 A. We don't -- we really don't have a lot of projects like  
 23 that. Most of ours are by hand or, like I said, the breaker,  
 24 or something like that. But most of them are --  
 25 Q. The breaker's on the bobcat, right?

1 A. No. Just little --  
 2 Q. Portions?  
 3 A. Little areas.  
 4 Q. Does anybody help you, or assist you in selecting the  
 5 crews for particular jobs, or at this level, you do that on  
 6 your own?  
 7 A. No, no. It's usually -- I have three -- we have three  
 8 superintendents in our division, so we'll all get together.  
 9 Q. Divide it up?  
 10 A. Divide it up, figure it out.  
 11 Q. The equipment, thinking of what your job, you got a  
 12 bobcat on the job, my understanding, there's some type of log  
 13 of how many hours it's used in the day or something --  
 14 A. Yeah. That's done weekly.  
 15 Q. So it's not done daily, or is it added up for the whole  
 16 week?  
 17 A. It's added up for the whole week.  
 18 Q. So you do it by day and turn it in by the week?  
 19 A. Well, they -- the hours are turned in every week. So  
 20 the foreman will take a note of it on Friday afternoon, and  
 21 then turn that in to me with his payroll.  
 22 Q. So the next Friday --  
 23 A. Same thing.  
 24 Q. Same thing, and concurrently --  
 25 A. Yes.

1 Q. -- what was you missed. That's how the calculation's  
 2 made?  
 3 A. Yes.  
 4 Q. Like I say, there was -- I'll make an assumption, 20  
 5 hours --  
 6 A. Yeah.  
 7 Q. -- this Friday, if next week is 40, that means it was  
 8 used for 20 that week.  
 9 A. Correct.  
 10 Q. Is that -- that's in log form?  
 11 A. Yes.  
 12 Q. For each piece of equipment?  
 13 A. Yes.  
 14 Q. Does it indicate what project it's on?  
 15 A. Yes.  
 16 Q. Does it indicate who was using?  
 17 A. No, it does not.  
 18 MR. SELWOCKI: Thank you.  
 19 HEARING OFFICER CARLSON: Any redirect?  
 20 REDIRECT EXAMINATION  
 21 Q. BY MR. DAY: What is your experience with foremen  
 22 filling out the log on a weekly basis?  
 23 A. We do it every week. It's turned into Michelle Elwood,  
 24 who's, does all the tracking of all the equipment.  
 25 Q. They shoot it by eye, or is it actual?

1 A. No, it's actual. They go up to the machine, and it  
 2 actually has a meter on it. They read that meter, put it on  
 3 a -- put it with their payroll, and send it to us.  
 4 Q. Talk about people, situations where sometimes it doesn't  
 5 work out, the person that you hired doesn't work out. It  
 6 could be any trade, right?  
 7 A. Yes.  
 8 Q. Okay. Do you have -- do you, as a superintendent, have  
 9 preferred source from where you receive your operators in  
 10 concrete restoration?  
 11 A. No, not really. I think that most of the guys, you  
 12 know, it's -- we've had our team for so long that they just  
 13 know how to work the equipment. So I would much rather have  
 14 an operator, an experienced operator, if I could.  
 15 Q. What is your experience in securing operators at RAM  
 16 from the hall?  
 17 A. It's tough. It's tough, because they don't want to be  
 18 on a composite crew. They just want to run equipment.  
 19 That's my experience with that.  
 20 Q. Now when you -- that's a conclusion. So can you give me  
 21 the breadths of experience that you're drawing upon for  
 22 giving me that conclusion? Is it in the last couple of  
 23 months, or can you give me a time frame?  
 24 A. I'd say the last few years.  
 25 MR. DAY: No further questions.

1 MR. HELTON: Nothing further.  
 2 HEARING OFFICER CARLSON: Okay. Thank you, sir.  
 3 THE WITNESS: Thank you.  
 4 MR. DAY: Appreciate it.  
 5 THE WITNESS: Yeah.  
 6 (Witness excused.)  
 7 HEARING OFFICER CARLSON: Come on up here, sir. Take a  
 8 seat right there.  
 9 MR. CANEDO: Thank you.  
 10 HEARING OFFICER CARLSON: Please raise your right hand.  
 11 (Whereupon,  
 12 DANIEL CANEDO  
 13 was called as a witness by and on behalf of the Employer and,  
 14 after being first duly sworn, was examined and testified as  
 15 follows:)  
 16 HEARING OFFICER CARLSON: Okay. Can you state and spell  
 17 your name for the record, please?  
 18 THE WITNESS: Dan Canedo, D-a-n C-a-n-e-d-o.  
 19 HEARING OFFICER CARLSON: Thank you.  
 20 DIRECT EXAMINATION  
 21 Q. BY MR. DAY: Are you employed, sir?  
 22 A. Yes.  
 23 Q. By whom?  
 24 A. RAM Construction Services.  
 25 Q. Your position is what, sir?

1 A. Superintendent.  
 2 Q. How long have you been a superintendent?  
 3 A. Eight years.  
 4 Q. And before that, were you employed at RAM?  
 5 A. No.  
 6 Q. So you came in and were a superintendent?  
 7 A. Yes.  
 8 Q. And did you come from a trade?  
 9 A. No.  
 10 Q. Okay. Where did you come from?  
 11 A. College.  
 12 Q. Okay. And your -- is there a field or area of RAM  
 13 construction operations with which I associate with you, like  
 14 concrete restoration?  
 15 A. Yeah, concrete restoration.  
 16 Q. Okay. As a superintendent, what amount of your  
 17 experience at RAM has been working on a crew?  
 18 A. What -- say that again?  
 19 Q. Have you been part of a composite crew and was what --  
 20 with what regularity, if any?  
 21 A. Most of my time is spent working and putting together  
 22 the crews, yes.  
 23 Q. As a superintendent?  
 24 A. Yes.  
 25 Q. How do you put together a crew?

1 A. Yes. We have a trust -- we have a couple of trust fund  
 2 attorneys that work with us.  
 3 Q. Mr. Leggio is one of them?  
 4 A. Chris Leggio and Derek --  
 5 MR. HELTON: Watkins?  
 6 Q. BY MR. SELWOCKI: Is it Watkins?  
 7 A. Watkins. Thank you.  
 8 Q. Is he in the same office?  
 9 A. No. They're separate firms.  
 10 Q. Anyway, so but in this matter, you contacted Mr. Helton?  
 11 A. Yes.  
 12 Q. Did you -- I don't care about any of those  
 13 conversations. Did you talk to anybody else? Verbally.  
 14 A. I would say my people in my office.  
 15 Q. Okay.  
 16 A. You know.  
 17 Q. There was a subpoena for text, emails, any things of  
 18 that nature between you and people in your office, or people  
 19 with RAM. And was there any of that?  
 20 A. I believe I gave them to the NLRB agent, or the --  
 21 whoever asked for it.  
 22 HEARING OFFICER CARLSON: What's the question?  
 23 MR. SELWOCKI: Are there any tests or emails. Remember,  
 24 I said that I put it in the subpoena?  
 25 Whatever you gave is all there was, correct?

1 25th, and the next letter, the one you sent is dated --  
 2 A. Yeah.  
 3 Q. -- the 29th.  
 4 A. Yeah. I'm guessing that I did call Bob, and Mike. I  
 5 would assume that I actually probably called them --  
 6 MR. HELTON: Don't guess. If you recall it, testify to  
 7 it. Don't guess.  
 8 MR. SELWOCKI: Don't coach.  
 9 THE WITNESS: I'm just guessing. I mean, I told you  
 10 it's a guess. I mean, I was -- I can't recall if I called  
 11 Bob and Mike.  
 12 Q. BY MR. SELWOCKI: You may have, you may not have, you  
 13 don't know?  
 14 A. I do not know.  
 15 Q. Look at Exhibit 24.  
 16 A. Okay.  
 17 Q. Yeah, this is -- now this is the letter you actually  
 18 sent to Mr. McNab, correct?  
 19 A. Yes.  
 20 Q. And this was your response to their response, correct?  
 21 Your formal response.  
 22 A. I'm sorry?  
 23 Q. This is your formal response?  
 24 A. Yes.  
 25 Q. To their letter. Okay.

1 MR. HELTON: That's all I got from the client, so it's  
 2 correct.  
 3 Q. BY MR. SELWOCKI: Did you give everything to your  
 4 attorney that we requested in the subpoena?  
 5 A. As far as I know, yes.  
 6 Q. That you know that you have?  
 7 A. Yes.  
 8 Q. Did you reach out to either Mr. McNab or Mr. Mazur  
 9 regarding this letter?  
 10 MR. HELTON: Other than what he's already testified to?  
 11 THE WITNESS: I believe I sent --  
 12 Q. BY MR. SELWOCKI: Now there's a letter, and we'll get to  
 13 that. But I'm talking about, did you -- because you sort of  
 14 mentioned a phone call possibly, you said I might have called  
 15 Bob or -- I just wonder if you called.  
 16 A. I may have called Mike, I would assume. I dealt mostly  
 17 with Mike, I would think. I'm not saying that I didn't talk  
 18 to Bob, but I am guessing that -- it could have been both of  
 19 them.  
 20 Q. Do you have any recollection of what was said?  
 21 A. So I'm just trying to get -- I'm trying to get all these  
 22 papers in order here, so you're asking me if, when I got this  
 23 letter from RAM, if I called RAM. Is that what your question  
 24 was?  
 25 Q. Yeah, before the 29th. You got this -- it's dated the

1 A. Yes.  
 2 Q. Any of the action that you threatened in this letter,  
 3 did you ever take any of that action?  
 4 A. I do not threaten.  
 5 Q. Well saying that you were going to take, you were going  
 6 to take whatever means necessary to protect your work.  
 7 A. I know. I just don't like the word, threaten.  
 8 Q. You can call it what you want. Did any of those things  
 9 happen?  
 10 A. No.  
 11 Q. And as of today, from that day till today, you haven't  
 12 taken any action against RAM, correct?  
 13 A. That is correct.  
 14 Q. And you haven't changed what you claim?  
 15 A. That is correct.  
 16 Q. Can you take a look at OE-6 and let me know when you're  
 17 done?  
 18 (Operating Engineers' Exhibit 6 marked for identification.)  
 19 THE WITNESS: Okay. I see it.  
 20 Q. BY MR. SELWOCKI: And is Terry O'Sullivan the general  
 21 president of your International?  
 22 A. Yes, he is.  
 23 Q. So he's like the top guy?  
 24 A. Yes, he is.  
 25 Q. In here, he's discussing the plan, correct?

1 A. I guess.  
 2 Q. And he's indicating to you to cease and desist from any  
 3 threats of the prescribed activity and any other action  
 4 against RAM, correct?  
 5 A. That is correct.  
 6 MR. SELWOCKI: Move for introduction of OE-6.  
 7 HEARING OFFICER CARLSON: Any objection?  
 8 MR. DAY: None here.  
 9 HEARING OFFICER CARLSON: Hearing none, OE-6 is  
 10 received.  
 11 (Operating Engineers' Exhibit 6 received in evidence.)  
 12 Q. BY MR. SELWOCKI: Okay. If you could look at Employer's  
 13 Exhibit 14 now.  
 14 A. That's the same one I just had. Yes, I got it.  
 15 Q. Are you familiar with this correspondence?  
 16 A. I have to read it. Okay. I do recognize it.  
 17 Q. Is this correspondence -- well, from you to RAM,  
 18 Mr. McNab, specifically, your complying with direction of  
 19 your general president in the prior exhibit?  
 20 A. Yes.  
 21 Q. And in this correspondence, you withdraw any threat to  
 22 stop work or picket any projects, correct?  
 23 A. Correct.  
 24 Q. You have not renewed that threat, have you?  
 25 A. I didn't make a threat to him. I just wrote him a

1 letter.  
 2 Q. You used the word "threat" in your own letter.  
 3 A. Get the hell out of here. I'll have to fire him. I  
 4 still don't call it a threat, but that's fine.  
 5 Q. It's what I'm using. It's in the letter, so.  
 6 A. That's good.  
 7 Q. Your letter. Okay. If you could go to OE-2.  
 8 THE WITNESS: I have all -- do you want your thing --  
 9 HEARING OFFICER CARLSON: No, that's okay. It's a mess  
 10 up there.  
 11 THE WITNESS: I know it is.  
 12 Q. BY MR. SELWOCKI: Got it? Good? You got it?  
 13 A. Yes.  
 14 Q. Do you remember the first time you saw this letter? I  
 15 mean, if you remember.  
 16 A. I'm guessing it was sometime after November 25th,  
 17 probably sometime in December.  
 18 Q. You're guessing that because of the date, right?  
 19 A. Correct.  
 20 Q. Do you remember receiving -- do you remember  
 21 specifically receiving the letter?  
 22 A. I can't say I have.  
 23 Q. Did you ever do a writing in response to this?  
 24 A. Did I write him back; is that what you asked?  
 25 Q. Yeah. Did you respond to this letter in writing?

1 A. No. I believe I talked to Bob.  
 2 Q. Mr. Mazur?  
 3 A. Yes.  
 4 Q. And said, thank you, and I do accept the work?  
 5 A. I didn't put it like that, but yes.  
 6 Q. If you look at that first sentence there, it says,  
 7 "Below is a list of work that RAM Construction Services would  
 8 like to assign to the Michigan Laborers on each and every job  
 9 that we will complete, moving forward." Did you -- what did  
 10 you understand that to mean? Anything different than what it  
 11 says?  
 12 A. No.  
 13 Q. And you understand, there have been some other trades  
 14 doing some of that work, correct?  
 15 A. Correct.  
 16 Q. I'm sorry?  
 17 A. Correct.  
 18 Q. Give me one quick minute.  
 19 (Pause.)  
 20 Q. BY MR. SELWOCKI: The Michigan Laborers are members of  
 21 the AFL-CIO, correct?  
 22 A. Yes.  
 23 Q. When you received -- and I'm just about done. I'm  
 24 sorry. When you received Exhibit 17 -- let me go back to  
 25 Exhibit 17 --

1 A. All right.  
 2 Q. -- and then responded with Exhibit 24.  
 3 A. Can you refresh what 24 is? Okay. I got it.  
 4 Q. Yeah. (Indiscernible) response to the exhibit was to  
 5 reassign the Operators, and then your correspondence, not  
 6 making threats, as you state, but indicating you'll take  
 7 certain action to protect your work. What was your concern  
 8 about this reassignment?  
 9 A. That I would lose man hours.  
 10 Q. So in sending your May 29th, 2018 correspondence, in 24,  
 11 you weren't trying to gain additional work, were you?  
 12 A. What letter were you stating? I'm sorry.  
 13 Q. Your letter. Your letter saying that hey, if I don't --  
 14 if you make this reassignment, you know, there's certain  
 15 action we have to take.  
 16 A. Was I trying to gain man hours?  
 17 Q. Right.  
 18 A. No.  
 19 Q. No. You were trying to retain --  
 20 A. Correct.  
 21 Q. -- you know, preserve the hours that you had, correct?  
 22 A. Correct.  
 23 MR. SELWOCKI: Thank you.  
 24 HEARING OFFICER CARLSON: Any further questions for this  
 25 witness?

1 and Western Waterproofing?  
 2 A. No, I haven't.  
 3 HEARING OFFICER CARLSON: Who is Sam Hart, for the  
 4 record?  
 5 THE WITNESS: He was a prior business manager, prior to  
 6 Mr. Hamilton, who retired in 2003.  
 7 HEARING OFFICER CARLSON: Very good. Thank you, sir.  
 8 Q. BY MR. DAY: Do you have with you today a copy of the  
 9 current short form agreement that's in use?  
 10 A. No, sir, I don't.  
 11 Q. I want to ask you a question about the audit that you  
 12 were briefly asked about by your counsel. Do you have that  
 13 in mind, sir?  
 14 A. Yes, sir.  
 15 Q. Now who are the auditors at present for the fringe  
 16 benefit funds?  
 17 A. Chuck Nichols.  
 18 Q. And he's part of a firm called?  
 19 A. I couldn't tell you what firm he works for.  
 20 Q. Do you know whether Chuck Nichols initiated an audit of  
 21 RAM equipment on or about April 30, 2018?  
 22 A. The only thing I knew is that from your letter to  
 23 Mr. Rendick -- or --  
 24 Q. Well -- sorry, I want you to finish your answer.  
 25 A. The letter to Resnick, that's the name I was looking

1 for.  
 2 Q. Does that mean that you do not know at whose direction  
 3 the audit was initiated?  
 4 A. True.  
 5 Q. No, you testified that you didn't direct it. Now I'm  
 6 asking you whether you had any knowledge of anyone else's --  
 7 if it occurred at anybody else's direction, not you.  
 8 A. As I said, true, I do not know who directed that audit.  
 9 Q. Now on the delinquency committee to that point, to April  
 10 the 30th, was RAM given an agenda item?  
 11 A. Not that I know of.  
 12 Q. Were you aware that the RAM audit had been -- prior to  
 13 April the 30th, were you aware that the RAM audit had been  
 14 completed up to December 31st of 2017?  
 15 A. No, sir, I wasn't.  
 16 Q. Are you aware that this particular audit adds another  
 17 3 months on?  
 18 A. No, sir, I wasn't.  
 19 Q. So there's arbitration award that issued on June the  
 20 18th by a person named Paul Feinberg, multipage. Have you  
 21 seen it?  
 22 A. I believe I have.  
 23 Q. And you were asked about the award and you were asked if  
 24 the Operating Engineers are bound by the award. And your  
 25 answer was?

1 A. Yes.  
 2 MR. SELWOCKI: Just I apologize, it's Greenberg --  
 3 MR. DAY: Greenberg.  
 4 HEARING OFFICER CARLSON: Greenberg.  
 5 MR. DAY: That was a slip. Greenberg.  
 6 Q. BY MR. DAY: And it is a document speaking for itself,  
 7 provides also that the Laborers are bound to the plan. And  
 8 your reading of the award is that RAM Construction Services  
 9 is bound to the award.  
 10 A. Yes, sir.  
 11 Q. Now the IUOE must not impede the plan, so it went to the  
 12 grievance, is that fair?  
 13 A. Yes, sir.  
 14 Q. The Laborers must withdraw their threat, which may or  
 15 may not be withdrawn, suspended, in any event temporarily off  
 16 the table, because that would be impeding the plan, correct?  
 17 A. Yes, sir.  
 18 Q. The unfair labor practice proceedings that bring us  
 19 before this 10(k) proceeding need to be quashed because they  
 20 impede the plan.  
 21 A. Yes, sir.  
 22 Q. Okay. Now how does one enforce an arbitration award?  
 23 A. I'm not sure.  
 24 Q. Do you know that you have to go to court to enforce an  
 25 arbitration award?

1 A. I do now.  
 2 Q. Yes. Well, actually, you've just finished an  
 3 arbitration case in another setting with FITA (ph.) and you  
 4 were in federal court, and they didn't want to arbitrate, and  
 5 you said they did. Isn't that right?  
 6 A. Say that again?  
 7 Q. You had a subcontracting case in federal district court  
 8 where the employer association tried to block a grievance  
 9 going to arbitration. And your Union's position was it's got  
 10 to be arbitrated. You opposed -- you opposed the employer's  
 11 attempt to block the arbitration and you were in court.  
 12 A. Yes, sir. I think there was, yeah, we were in court.  
 13 Q. Federal district court.  
 14 A. I think that's where it was at.  
 15 Q. Okay. Now the question comes back to this particular  
 16 arbitration award. Is it subject to being enforced at your  
 17 direction?  
 18 A. It is the arbitration?  
 19 Q. Award. Are you seeking to enforce the arbitration award  
 20 in court, at this time?  
 21 A. Yes, sir -- or, no, sir, I'm not. I don't think we  
 22 filed anything. I don't think -- at this time, no, we're  
 23 not.  
 24 Q. Have you authorized anyone from the Operating Engineers,  
 25 either Local 324 or the International to file a suit to

1 enforce the arbitration award of Paul --  
 2 UNIDENTIFIED SPEAKER: Greenberg.  
 3 Q. BY MR. DAY: -- Greenberg.  
 4 A. I haven't seen that, sir.  
 5 Q. Have you authorized that lawsuit to be filed to enforce  
 6 the award?  
 7 A. No, sir, I haven't. That's an International.  
 8 Q. Oh, well, has the International authorized the -- any  
 9 actions to enforce the award to your knowledge?  
 10 A. Not to my knowledge.  
 11 Q. Thank you for your courtesies.  
 12 HEARING OFFICER CARLSON: Mr. Helton?  
 13 MR. HELTON: Yes.  
 14 CROSS-EXAMINATION  
 15 Q. BY MR. HELTON: Mr. Stockwell, I'm Dan Helton. I  
 16 represent the Laborers and I have very few questions for you.  
 17 Do you have Exhibit 12 in front of you?  
 18 A. Which one?  
 19 Q. Twelve. It's the short form agreement that Mr. Mazur  
 20 signed on behalf of Western Waterproofing.  
 21 A. No, he took it -- he took it back.  
 22 Q. You can use the clean copy, too, because I'm going to  
 23 talk about the language.  
 24 A. It's I don't --  
 25 HEARING OFFICER CARLSON: Here, let me. I'm handing the

1 A. Yes, it would.  
 2 Q. Can you tell me what language you're referring to?  
 3 A. For what contractor? For what work?  
 4 Q. The short form agreement.  
 5 A. All right, which work, what kind of work?  
 6 Q. I'm asking you if this short form agreement identifies  
 7 the specific kind of work that the employer is saying you  
 8 represent his employees for.  
 9 A. Which employer and what kind of work?  
 10 Q. I'm not talking about that. I'm talking about this  
 11 short form agreement. Let me put it this way, is it not true  
 12 that this short form agreement anticipates that there will be  
 13 a larger agreement that will have terms, conditions, and  
 14 provisions that will set forth the bargaining unit of a  
 15 specific employer?  
 16 A. This binds them to that.  
 17 Q. This binds them to the -- to the bigger agreement?  
 18 A. Yes, sir.  
 19 Q. This, itself, does not clearly identify a bargaining  
 20 unit.  
 21 A. Say that again?  
 22 Q. Does the short form agreement identify the precise  
 23 nature of work that the employer is saying they're  
 24 recognizing the Operating Engineers as the representative of?  
 25 A. I would say yes.

1 witness the clean copy that Mr. Day --  
 2 MR. HELTON: All right.  
 3 THE WITNESS: Okay.  
 4 HEARING OFFICER CARLSON: -- provided.  
 5 THE WITNESS: Yes, sir, I've got it in front of me.  
 6 Q. BY MR. HELTON: Could you tell me what the -- oh, go  
 7 ahead. You have it in front of you. That's the only  
 8 question pending in front of you right now.  
 9 A. The one that Mr. Mazur signed?  
 10 Q. Well, I want you -- I want the language --  
 11 A. Okay.  
 12 Q. -- to be visible to you so we can use the substitute --  
 13 A. All right.  
 14 Q. -- that we've all agreed is the same form. And more  
 15 generally can you tell me what the purpose the Operators have  
 16 in having employers sign these short form agreements?  
 17 A. What the purpose is?  
 18 Q. Yes.  
 19 A. To bind them to a contract.  
 20 Q. It is -- the short form agreement, does it define the  
 21 scope of work that the employer is binding itself to, the  
 22 scope of work of its employees?  
 23 A. Does it bind?  
 24 Q. Does it identify the scope of work of the employees  
 25 covered by the -- by the agreement?

1 Q. Where?  
 2 A. Where? See the list there that says all of the  
 3 contracts there?  
 4 Q. I see that.  
 5 A. That would bind that bargaining unit to that work,  
 6 depending on what kind of work. That's why I was asking you  
 7 what kind of work.  
 8 Q. So again, this agreement doesn't say which, which  
 9 agreement applies. It says here are the agreements and  
 10 whatever the kind of work you're doing, it's covered by one  
 11 of these master agreements; is that right?  
 12 A. Yes, sir.  
 13 Q. It does not, itself, identify the scope of assignment.  
 14 You would agree with that as well, right?  
 15 A. That covers all the scopes of assignment.  
 16 Q. So are you saying that for anybody who signs this short  
 17 form agreement, they're bound by all of those underlying  
 18 contracts?  
 19 A. Yes, sir, if they do that kind of work. That's the  
 20 reason for a short form.  
 21 Q. So it does so in reference to other agreements.  
 22 A. Yes, sir.  
 23 Q. Not by itself.  
 24 A. By itself, it binds them to one of them agreements  
 25 depending on the jurisdiction or the scope of work that

1 and over and over and over is just hopping on, hopping off  
 2 these laborers, you know, it's this, it's that. And then I  
 3 can find out if that's accurate or not and there is a dispute  
 4 to that, that's concerning to me.  
 5 HEARING OFFICER CARLSON: Right, right.  
 6 MR. DAY: I don't think we should let that -- we should  
 7 let the record speak to that, Mr. Hearing Officer. You've  
 8 been very patient with us. As needed is what I would have  
 9 said and asking a question hopping on and off is a question  
 10 form, it's not an answer.  
 11 HEARING OFFICER CARLSON: Well, I -- with respect to  
 12 relevance, I do think that the past practice of the Employer  
 13 with respect to assignment of the disputed work is a relevant  
 14 inquiry. However, I do think that based on the record that  
 15 there really is does not seem to me to be any real dispute  
 16 that it is in fact a regular practice for the laborers to  
 17 operate this equipment. The extent to which they operate it  
 18 on other jobsites or their history of that may have some  
 19 relevance.  
 20 But the question at this point for me is whether or not  
 21 we're going to adjourn this hearing and then come back at  
 22 another time, and present more witnesses, and so forth. And  
 23 so it's that balancing that question between it, making sure  
 24 we have a complete record and trying to get this -- get the  
 25 record to the Board expeditiously so they can render a

1 HEARING OFFICER CARLSON: Mr. Helton?  
 2 MR. MAZUR: If it doesn't change --  
 3 HEARING OFFICER CARLSON: Let -- sir. Mr. Helton?  
 4 MR. HELTON: I have a couple of things. One is that's a  
 5 mischaracterization of the case that the laborers put in. We  
 6 claim certain equipment, pure and simple, as reflected in the  
 7 November 15, 2015 letter from Mr. Mazur to Mr. Alessandrini.  
 8 So it's a mischaracterization that we said, oh, the only  
 9 reason we get on this equipment is because there's no  
 10 operator available. That's not our case.  
 11 Second, I haven't really thought about the subpoena  
 12 until today. But it occurs to me that if what's being  
 13 requested are logs for equipment for certain specific jobs  
 14 and certain specific times, then I've got to talk to my  
 15 client about whether or not that's complete, whether that  
 16 gives an accurate representation. So leaving aside the fact  
 17 that the documents may not be all that reliable to begin with  
 18 which will certainly require another witness or two to try to  
 19 authenticate them, we may want a lot more records in just to  
 20 show that this practice has been going on for 30 years.  
 21 So I don't know where you stop it. But it seems to me  
 22 that a subpoena issued before the last day of proceeding when  
 23 we -- there was an adjournment in this case once for a month  
 24 while we added the parties, plenty of time to have thought  
 25 this through before now. And I don't think there's any big

1 decision for everyone.  
 2 MR. SELWOCKI: If I may say something?  
 3 HEARING OFFICER CARLSON: Certainly.  
 4 MR. SELWOCKI: Well, one, our understanding is that the  
 5 job should be over in September anyway and we're not going to  
 6 have a decision by that time no matter what we do. So  
 7 there's that. Number two, the presentation of the case by  
 8 the Charged and Charging Party was about the lack of need,  
 9 don't have the work for them, they don't want to do other  
 10 stuff. They put all that in. They didn't come into this --  
 11 into this room and say, hey, we put laborers on 8 hours a day  
 12 because it's their work. In fact, they backed off of their  
 13 letter saying they assign it for every job.  
 14 MR. HELTON: That's a mischaracterization.  
 15 MR. SELWOCKI: I'm in the middle of a sentence.  
 16 MR. HELTON: That's a mischaracterization of the --  
 17 MR. SELWOCKI: I'm in the middle of a sentence and  
 18 you'll have your opportunity.  
 19 MR. HELTON: -- laborers.  
 20 MR. SELWOCKI: So they brought that issue to the table.  
 21 And I just want to be clear on the record, they brought that  
 22 issue to the table. I want to see how much time we're  
 23 talking about. There is a way to find out. We could have a  
 24 complete record. And there is no race here. The job is  
 25 going to be over well before we're anywhere near a decision.

1 surprise about the kind of case the Employer put in. So I'd  
 2 object to delaying the hearing. It's already expensive  
 3 enough.  
 4 HEARING OFFICER CARLSON: Would anyone else care to be  
 5 heard on the petition, the subpoena and the Petition to  
 6 Revoke?  
 7 MR. KORNEY: Not on behalf of the roofers.  
 8 HEARING OFFICER CARLSON: All right, for the reasons I  
 9 began stating, I am going to grant the Petition to Revoke the  
 10 subpoena. I think that based on the documents here, I'm not  
 11 sure they actually show evidence or information. Even with  
 12 additional testimony, I'm not sure they would show what  
 13 you're preferring they would show. And I also, as I said, I  
 14 don't think there is a dispute as to the fact that RAM has  
 15 regularly used laborers to operate this equipment. And I  
 16 think I can say at least my impression is that the use of  
 17 that equipment was more than incidental, even though I agree  
 18 with you there was some testimony to that -- to that effect.  
 19 So I'm going to go ahead and grant the Petition to  
 20 Revoke. Certainly, you can file a special appeal with the  
 21 Regional Director or directly with the Board. If they  
 22 believe this is evidence that they'd like to see or the  
 23 Director thinks this is evidence that the Board should see  
 24 then they certainly will let me know that and perhaps we will  
 25 be back here.

# Exhibit C

**SUBPOENA DUCES TECUM**

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**

To RAM Construction Services Corporate Representative

As requested by David J. Selwocki

whose address is 25800 Northwestern Highway, Suite 1000, Southfield, MI 48075  
(Street) (City) (State) (ZIP)

YOU ARE HEREBY REQUIRED AND DIRECTED TO APPEAR BEFORE an Administrative Law Judge  
of the National Labor Relations Board

at Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 300, Detroit, MI 48226

in the City of Detroit

on Tuesday, August 7, 2018 at 9:00 am or any adjourned

Michigan Laborers District Council, an affiliate of the Laborers' International Union of North America, AFL-CIO (RAM Construction Services of Michigan, Inc.)

or rescheduled date to testify in 07-CD-221111  
(Case Name and Number)

And you are hereby required to bring with you and produce at said time and place the following books, records, correspondence, and documents:

**SEE ATTACHMENT**

If you do not intend to comply with the subpoena, within 5 days (excluding intermediate Saturdays, Sundays, and holidays) after the date the subpoena is received, you must petition in writing to revoke the subpoena. Unless filed through the Board's E-Filing system, the petition to revoke must be received on or before the official closing time of the receiving office on the last day for filing. If filed through the Board's E-Filing system, it may be filed up to 11:59 pm in the local time zone of the receiving office on the last day for filing. Prior to a hearing, the petition to revoke should be filed with the Regional Director; during a hearing, it should be filed with the Hearing Officer or Administrative Law Judge conducting the hearing. See Board's Rules and Regulations, 29 C.F.R Section 102.31(b) (unfair labor practice proceedings) and/or 29 C.F.R. Section 102.66(c) (representation proceedings) and 29 C.F.R Section 102.111(a)(1) and 102.111(b)(3) (time computation). Failure to follow these rules may result in the loss of any ability to raise objections to the subpoena in court.

**B-1-121HH8P**

Under the seal of the National Labor Relations Board, and by direction of the Board, this Subpoena is

Issued at Detroit, Michigan

Dated: July 23, 2018



*John J. Ring*  
John Ring, Chairman

**NOTICE TO WITNESS.** Witness fees for attendance, subsistence, and mileage under this subpoena are payable by the party at whose request the witness is subpoenaed. A witness appearing at the request of the General Counsel of the National Labor Relations Board shall submit this subpoena with the voucher when claiming reimbursement.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is mandatory in that failure to supply the information may cause the NLRB to seek enforcement of the subpoena in federal court.

Any and all weekly logs, reports and/or meter readings regarding time and/or hours recorded of usage for each piece of power-driven and/or power-generating equipment utilized at the following projects:

- University of Michigan Hill St. Parking Deck – 2016-Present
- 321 Lafayette St. Detroit, MI (Old Free Press Building) 2017- Present
- Wayne State Parking Deck #2 – 2017-2018
- Wayne State Parking Deck #6 - 2018
- Wayne State Parking Deck #5 – 2015-2016
- Southfield Town Center Parking Deck – 2017- Present
- McNamara Terminal – 2016-Present
- Guardian Building -2015-2017
- Whitney Building -2016
- Little Caesars Arena – 2016-2017
- Hart Plaza – 2018
- Church of Scientology – 2018
- Kresge Eye Institute 2017-2018
- Beaumont Hospital Dearborn - 2017

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- Wayne State Parking Deck #5 – 2015-2016
- Southfield Town Center Parking Deck – 2017- Present
- McNamara Terminal – 2016-Present
- Guardian Building -2015-2017
- Whitney Building -2016
- Little Caesars Arena – 2016-2017
- Hart Plaza – 2018
- Church of Scientology – 2018
- Kresge Eye Institute 2017-2018
- Beaumont Hospital Dearborn - 2017

# Exhibit D

2013 - 2018

**Operating Engineers  
Agreement  
between**

**The AGC of Michigan  
Detroit Area**

and

**The International Union of  
Operating Engineers  
Local No. 324, A, B, C, D, G, H, P, RA, S- AFL-CIO**

DETROIT, MICHIGAN

5-3

AUG 01 2018  
987

**EXHIBIT NO.:** J 3

**CASE NO.:** 07-CD-221111

**NO. OF PGS:** 83

**RECEIVED:** X

**REJECTED:**

**CASE NAME:** MICHIGAN LABORERS

**DATE:** 8/1-8/2 & 8/7/18 **REPORTER:** JT

**The AGC of Michigan**  
**Detroit Area**  
2323 N. Larch St.  
Lansing, MI 48906  
Phone (517) 371-1550



**International Union of**  
**Operating Engineers, Local No. 324,**  
**324-A, 324-B and 324-C, AFL-CIO**  
500 Hulet Drive  
Bloomfield Twp., Michigan 48302  
Phone (248) 451-0324

482 10 017  
112

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## 2013-2018 ENGINEERS' AGREEMENT

THIS AGREEMENT, made and entered into by and between **The AGC of Michigan, Detroit Area**, hereinafter referred to as the "Association," on behalf of its members, hereinafter referred to as "Employer" or "Employers" and the International Union of Operating Engineers, Local No. 324, A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter referred to as the "Union."

This Agreement shall be binding in all respects upon the parties hereto effective **March 27, 2013 until May 31, 2018** on all building and heavy construction work in the Metropolitan Area of Detroit, which is understood to mean the following seven (7) counties of the State of Michigan: Lenawee, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne; and thereafter this Agreement shall continue from year to year unless request is made by either party to change and/or terminate the Agreement in accordance with Section 48 thereof.

It is understood that the Association is acting only as an agent in the negotiation of this Agreement and that it is agent only for those individuals, partnerships, and corporations who have authorized it so to act, and in no event shall it be bound as principal or be held liable in any manner for any breach of this Agreement by any of the Employers for whom it is acting or any employee of such Employers. It is further agreed and understood that the liabilities of the Employers who have authorized the negotiation and execution of this Agreement are several and not joint.

### **Section 1. INTENT AND PURPOSE**

It is the intent and the purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Employers and the Union in the Building and Heavy Construction Industry for the jurisdiction of the Union, excluding highway and underground work, and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto. The Agreement shall cover and be applicable to all work performed at the site of construction including building, repair, alteration or demolition and all railroad construction work. All provisions stated hereafter requiring payment of Fringe Benefit Contributions shall apply to those employees working in Employer's Shop and/or on snow removal.

## Section 2. EMPLOYMENT

(a) The Union agrees, upon proper notification to the Dispatcher or Business Manager of the Union, to furnish competent workers to any Employer who is a party to this Agreement.

(b) The Employer agrees that in the employment of workers to perform the various classifications of labor required in the work under this Agreement, which workers are hereinafter also referred to as Engineers, Operating Engineers, Operators, Firemen, Oilers, Apprentices or Employees, he will not discriminate against applicants because of membership or non-membership in the Union. The Employer agrees that, as a condition of employment, he will require each worker to become and remain a member of the Union for the term of his employment after the seventh (7th) calendar day of his employment by any Employer who is a party to this Agreement, or the effective date of this Agreement, whichever is later. The seven (7) day period following which a worker agrees to join the Union shall be computed from the second day such worker enters the employment of any Employer who is a party to this Agreement. It is agreed that "membership in good standing" shall mean only the payment of those periodic dues and fees germane to collective bargaining contract administration and grievance adjustment.

(c) The Employer shall not be obligated hereunder to discharge any employee for non-membership in the Union:

(1) If he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members; or

(2) If he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership; and

(3) Unless the Employer is furnished with a notice in writing by the Union, signed by the proper officer, and setting forth that the employee has refused to join the Union, although he has been offered membership on the same terms as other members, or that the employee's membership in the Union has been terminated for the reason of non-payment of periodic dues or initiation fees,

and that the Union requests that said employee be discharged for one of the above reasons.

(d) The Employer and the Union acknowledge that they are subject to applicable laws regarding equal employment opportunity and fair employment practices.

### **Section 3. JURISDICTION**

(a) The jurisdiction of the Union is recognized by the Employers to be the operation of all power-driven or power-generating construction equipment used in the building or alteration of all structures and engineering works insofar as the National Labor Relations Board recognizes operation of such types of equipment as being under the jurisdiction of Operating Engineers, Firemen, Oilers, and Apprentice Engineers, rather than any other skilled trade group.

(b) This Agreement shall be binding in all respects upon the parties hereto on all building, heavy construction and residential work as hereinafter defined. The terms ~~building, heavy construction and residential work shall include all modifications, alterations, additions, demolition, repair and all new construction work, including excavation for the building itself, all excavation and back filling within the building or building location and five (5) feet outside of the building wall, foundations, footings and piers for the building, and all railroad construction work on the jobsite.~~

(c) The Employer shall employ Operating Engineers for the erection, operation, and the maintenance of all hoisting and portable equipment, installation and operation of well point systems, and freeze-pipe systems used in construction work.

### **Section 4. JURISDICTIONAL DISPUTES.**

(a) In the event of a jurisdictional dispute involving the Union, the parties shall request the other union or unions involved to send representatives to the jobsite to meet with representatives of the Union and Employer to settle the dispute. If a settlement is not reached at that meeting the Union shall request that its International Union assign a representative who shall make arrangements to meet representatives of the other International Union or Unions involved and representatives of the Employer on the jobsite to seek settlement of the dispute. The Employer shall also request the International Union involved to assign representatives to seek settlement of the dispute.

The Union and the Employer agree that there shall be no strikes, lockouts or interruption of the disputed work over jurisdictional disputes.

## **Section 5. CAPACITIES AND SIZES**

(a) It is understood that the jurisdiction of the Union includes concrete mixers above one-half ( $\frac{1}{2}$ ) yard capacity. When such mixer is used, an Engineer shall be employed. Where two (2) such mixers are operated together as a battery, one (1) Engineer shall be employed. On equipment driven by motors over five (5) horsepower, an Engineer shall be employed.

The operation of power tools such as Carpenters' saws; jack-hammers used in concrete breaking; portable concrete agitators; and such portable hand tools as are operated by power are not covered by the terms of this Agreement, except as provided under Section 3 of this Agreement.

It is further understood and agreed that where the jurisdiction, as set forth in Section 3 hereof, includes a concrete mixer of less than one-half ( $\frac{1}{2}$ ) cubic yard capacity; equipment driven by motors of under five (5) horsepower; a boiler of fifteen (15) pounds pressure or under; a compressor used up to one (1) day; it shall not be required that an Engineer be employed.

(b) **Boilers.** An Operating Engineer shall be assigned to all Boilers over fifteen (15) pounds pressure used for temporary purposes, or any other purpose on a project site and the Operating Engineer shall be in attendance at all times that the boiler is operating

(c) **Air Compressors and Pumps.** It is also understood that compressors and pumps are included in the work jurisdiction of this Agreement under the following conditions:

- (1) Employees covered under this Agreement shall be employed on each power driven air compressor over 210 cu. ft. capacity.
- (2) A pump of four inch (4") discharge or over shall be operated by an Engineer. Where four (4) pumps or more of less than 4" discharge are used, an Engineer shall be required. Where three (3) or fewer pumps of less than 4" discharge are used on the job, an Engineer or Oiler or Apprentice shall start, stop and service the pump or pumps if such employee is available on the job.

(3) If a maintenance or repair man is required on pumps at the jobsite, he shall be an operator.

(d) **Heaters.** The Employer agrees to recognize and abide by the jurisdictional settlement arrived at between the International Hod Carriers and Common Laborers Union and the International Union of Operating Engineers on December 18, 1953, covering the operation of the Herman Nelson heater, Dravo, Warner, Silent-Glo and similar types of heaters; however, the Employer reserves the right to determine the number of employees required for such operation. When a member of the Union is assigned to work on heaters, an Oiler or Apprentice Engineer may operate such equipment.

(1) It is agreed that when heaters are being operated by members of the Union, it shall be their duty to fill, operate and maintain the heaters in a safe and workmanlike manner.

(e) **Fork Lift.** The Employer agrees to recognize and abide by the jurisdictional settlement arrived at between the International Hod Carriers and Common Laborers Union and the International Union of Operating Engineers on February 3, 1954, covering the operation of fork-lift and similar equipment, drills and conveyors; however, the Employer reserves the right to determine the number of employees required for such operation. A fork-lift must be operated by an engineer. When a member of the Union is assigned to work on conveyors, an Oiler or Apprentice Engineer may operate such equipment.

(f) **Concrete Pumps.** All concrete pumps shall be assigned to an Operating Engineer, and an Operating Engineer shall be employed at all times that the concrete pump is operating.

(g) **Cranes.**

(1) An Oiler shall be employed on each and every truck crane over 25 ton capacity; however, an Apprentice Engineer may be employed in lieu of an Oiler. The Oiler's or Apprentice Engineer's starting time and lunch period can be scheduled by the Employer to start one-half (½) hour before the Engineer's starting time and lunch period time; in which time, the Oiler or Apprentice can check gas, oil and other items, and warm up the engines and also oil, grease and check equipment while the Operator is on his lunch period.

- (2) When there are two (2) or more crawler cranes, derricks or tower cranes on the same job for one Employer, or any combination of the above named machines, for a total of two (2) machines, an Oiler or Apprentice Engineer shall be employed in addition to the Operator; and, for each additional combination of two (2) machines, an additional Apprentice Engineer or Oiler shall be employed. Crawler cranes are defined as including gas, diesel, air or electric crawler cranes when equipped with a shovel front, draglines, clamshell, backhoe, shear, grapple, compactor, or demolition attachment.
- (3) A Fireman must be employed on each steam shovel, steam dragline, steam clamshell or steam crane.
- (4) **Compressor Mounted on Crane.** On pile driving machines that have an air compressor mounted on the pile driving machine, it will be required that an Operating Engineer and Air Compressor Operator be employed. However, an Oiler shall not be required in addition to the two (2) Operators named above, and the Operating Engineer shall be paid the equivalent of one (1) hour's pay for greasing time, in addition to the regular eight (8) hours' pay per day.

On pile driving machines that have both an air compressor mounted on the pile driving machine and a hydraulic power unit for the operation of a drill, one person shall be employed to operate both the mounted air compressor and the hydraulic power unit and that person shall be paid the Regular Engineer wage when operating both the mounted air compressor and the hydraulic power unit.

- (5) When an individual Employer is employing a third-year Registered Apprentice, the Employer may at the Employer's option when adding the sixth piece of equipment retain such third-year Apprentice to operate light equipment.

(h) **Jacks.** Motor or engine operated consoles or Control Panels used at the project site on slip form construction work shall be assigned to and operated by an Engineer.

(i) **New Equipment.** Should new equipment within the claimed jurisdiction of the International Union of Operating Engineers be utilized for which no wage rate appears

in this Agreement, the Union and the Association, acting on behalf of all Employers party to this Agreement, shall meet and agree on the wage rate to be paid for its operation. If the parties are unable to agree on a wage rate, the issue shall be submitted to arbitration under the provisions of Section 40.

### **Section 6. CHANGE OF MACHINES**

(a) An employee shall be permitted to make not more than two (2) changes per working shift from one (1) machine or one (1) boiler to another machine or boiler provided that he is paid the higher rate of pay for the full shift if he operated equipment that has a different hourly wage rate.

(b) **Regular Assigned Engineers.** The Engineers or crew regularly assigned to a piece of equipment shall be given preference when this piece of equipment is required to work on a regular workday, Saturdays, Sundays and Holidays, or other overtime. This Paragraph shall in no way restrict the Employer's right to transport its equipment with any Operating Engineer.

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### **Section 7. REPAIRS – JOBSITE**

NO REPAIRS shall be made on the jobsite to equipment that is being operated by employees covered by this Agreement except by or under the supervision of an employee covered by this Agreement or another Agreement with Operating Engineers Local 324, but such employee may not operate such equipment.

### **Section 8. WELDING MACHINES AND GENERATORS**

An Operator shall be required on three (3) gasoline or diesel driven electric generators or welders through five (5) machines. When six (6) machines are used, an additional Operator shall be employed through ten (10) machines. When the eleventh (11th) machine is used, an additional Operator will be employed through fifteen (15) machines, etc.

### **Section 9. VERTICAL LIFTING HOISTS**

It shall be further understood and agreed that all power vertical lifting hoists, without regard to horsepower capacity or engine or motor, will be operated by an Engineer.

### **Section 10. STATIONARY CENTRAL COMPRESSED AIR PLANT**

When the Employer establishes a stationary central compressed air plant with one (1) central receiving tank, one (1) Engineer shall be required, regardless of the number of compressors used.

### **Section 11. PREJOB CONFERENCE**

(a) Upon request of the Employer or the Union, a prejob conference shall be held. Employer shall advise the Union of the approximate number of hours and/or shifts to be worked, tentative starting date, approximate length of job and machines to be used.

(b) Where the Contractor refuses to participate in a prejob conference, the Union shall reserve the right to withhold the services of members of the bargaining unit until a prejob conference is held.

### **Section 12. STEWARDS**

(a) The Employer recognizes the right of the Union to select a working Steward from among the members of the Union in accordance with Union procedure. The Steward's activities shall be confined to the area in which work is performed by his Employer, and to the members of the Union employed by the Steward's Employer. It is further agreed and understood that the selection of a Steward shall not increase the number of Engineers necessary to man the job, as determined by the Employer. The Steward shall be permitted sufficient time to perform his usual Steward duties with the least interference to the job.

(b) It is agreed and understood that such Steward shall not receive any extra compensation above his regular wages. A Steward shall be required to do a full day's work and shall be subject to discharge for the same reasons as applied to any other employee.

(c) The Steward shall be one of the last two employees laid off when the job is finishing up provided he is capable of performing the required work.

### **Section 13. DISCHARGE OR LAYOFF**

(a) When an employee covered under the terms of this Agreement is laid off for more than one (1) day or is discharged, the Employer shall pay off the employee at the time of layoff/discharge.

(a) (1) In the event a laid off or discharged employee is not paid at the time set forth above, a contractor in good standing may mail the pay-off check to the employee by certified mail (no return receipt requested) before the end of the next business day. If the check is not mailed before the end of the next business day, the employee shall be paid an additional two (2) hours pay for each twenty-four hours of delay retroactive to the day of layoff/discharge.

(a) (2) In the event a laid off or discharged employee is not paid at the time set forth above, a contractor not in good standing must have the employee's check ready by noon of the next regular workday with an added two (2) hours penalty, whether the check is picked up or mailed, at the employee's option. In the event the two (2) hours referred to above is not paid in the regular check, a penalty of an additional six (6) hours will be paid to the employee.

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(b) In the event that a bank upon which the Employer draws his payroll check refuses to honor it, the Employer shall within twenty-four (24) hours thereafter issue to the employee in question, payment in cash, money order or certified check in the gross amount of said dishonored payroll check, plus twenty percent (20%) of the gross amount. In the event a payroll check is not honored at the bank due to insufficient funds, the Employer will thereafter pay in cash or certified check, if requested to do so by the Union. Under this Paragraph, certified checks or cash must be accompanied by a statement showing all deductions made and amounts to be paid to each of the Fringe Benefit Funds.

(c) At the request of an employee, the Employer agrees to furnish slips stating reason for any termination of employment, and the Employer's intention if termination is temporary.

(d) Any Employer failing to comply with the provisions of this Section shall be guilty of a major breach of this Agreement for which he shall be refused employees by the Union and all members of the Union employed by him at the time shall be required to leave the job until this matter is resolved.

#### **Section 14. UNION BUSINESS REPRESENTATIVE**

(a) Business Representatives of the Union shall have access to all work sites at any time for the purpose of administering the terms of this Agreement and for customary and legitimate union-member consultation. This right shall not be abused and shall not interfere with the orderly operations of the Employer. Business Representatives shall comply with the Employer's policy regarding visits at the jobsite involved.

(b) The Employer further agrees to assist in obtaining passes for Union Representatives where required.

#### **Section 15. TRANSPORTATION AND TRAVEL TIME**

(a) Employees covered by this Agreement, transferred from job to job during working hours, shall be reimbursed the current IRS mileage rate when they drive their personal vehicle in addition to their applicable hourly wage and fringe benefit contributions during their travel time.

(b) When an employee drives any equipment to a jobsite or parks equipment overnight, and the equipment is to be left that night, then the Employer will provide transportation for the employee immediately at the finish of his shift back to the Employer's yard, or to the employee's car. This transportation can be by Employer's car, pick-up truck, or the Employer is to pay cab fare if cab service is available.

(c) Whenever an employee is sent out of town, and is requested by the Employer to stay overnight, the Employer agrees to reimburse the employee for his legitimate expenses in excess of the travel pay to which the employee is entitled upon presentation by the employee of proper receipts for such expenses. The Employer also agrees to provide transportation to and from temporary overnight lodging.

#### **Section 16. COMPLIANCE TO TERMS OF OTHER AGREEMENTS**

(a) The parties hereto agree that whenever the Employer performs work covered under the Agreement between the **Michigan Infrastructure and Transportation Association, Underground Agreement**, and the International Union of Operating Engineers, Local No. 324, 324-A, and 324-B, the Employer will comply with all terms and conditions of that Agreement, while performing such work.

(b) The parties hereto agree that whenever the Employer performs work covered under the Agreement between the Great Lakes Fabricators & Erectors Association and the International Union of Operating Engineers, Local 324 and 324-A, the Employer will comply with all the monetary terms and conditions of that Agreement.

(c) The parties hereto agree that whenever the Employer directs his employee, excluding operators of personnel construction elevators, to perform work in conjunction with Structural Iron Workers, Millwrights, Electricians, Pipe Fitters, Riggers, Boilermakers, Sheet Metal Workers, Plumbers and Glaziers, in excess of eight (8) hours in any calendar week, then the following shall apply, regardless of their union affiliation.

- (1) Wages — The wage provisions of the Agreement between Great Lakes Fabricators and Erectors Association and the Union shall apply to any day in which an employee actually performs work with the trades set forth above.
- (2) Holiday Pay — The Holiday Pay provisions of the Agreement between the Great Lakes Fabricators and the Union shall apply to any calendar week in which an employee actually performs work in excess of eight (8) hours with the trades set forth above and in which week one of six (6) holidays fall.
- (3) Forty Hour Guarantee — In any week in which a crane or derrick operator works in excess of eight (8) hours with the trades set forth above during a calendar week he shall receive no less than forty (40) hour week guarantee as set forth in the Agreement between Great Lakes Fabricators and the Union provided, however, the forty (40) hour guarantee shall not apply to a calendar week in which a job is completed and the machine to which the Operator is assigned is returned to the Employer's yard. In addition when an employee loses work during a week for which he is to be paid under this forty (40) hour guarantee provision he will be paid for the lost time at the wage rate which would have applied had the employee actually worked on that day.

It is the intention of the paragraph immediately above that the Operator shall receive pay under the forty (40) hour guaranteed proposal for time lost, not of his own volition, while the machine to which he is assigned remains at the jobsite; but not for time lost while the machine is in the Employer's yard, during a calendar week in which a job begins or ends.

## **Section 17. PERSONAL EQUIPMENT AND JOB MECHANIC**

Employees furnishing personally owned equipment at Employer's request, such as pick-up trucks, shall be paid a minimum of \$2.00 per hour for the use of same at the straight-time rate for all hours worked.

## **Section 18. REPORTING TIME, WAITING TIME**

(a) In the event any employee is ordered to report for work on any day, but is not needed that day, he shall be paid two (2) hours for show-up time, during which time he shall do any work required in his jurisdiction, except operation of equipment. If the employee is required to stay on the job for more than two (2) hours or starts to operate machines, they shall receive not less than four (4) hours pay. Any employee performing work in excess of four (4) hours on any workday shall be paid for all hours actually worked, but in any event shall be paid not less than six (6) hours. Any employee performing work in excess of six (6) hour on any work day shall be paid for all hours actually worked, but in any event shall be paid not less than eight (8) hours. However, an Employer who ends the workday before the employees work in excess of four (4) hours shall not pay the entire day's pay although the shut-down of equipment occurs after the fourth hour.

(b) Employees sent to a jobsite by Local 324 where MUST Safety Program certification is required by either the owner employing the contractor or as otherwise required by this Agreement, must demonstrate they have the requisite MUST Safety Program certification as required by the owner, or as otherwise required by this Agreement. All employees must be current with M.U.S.T. Drug and Alcohol Screening Program, or its successor, and must have successfully completed the requisite MUST Safety Program training modules to be eligible for show-up time pay. The contractor is required to provide the Union with the required specifications signed and authorized via facsimile or mail at least 24 hours prior to the request for employees.

(c) When an employee is required to report back to work the second time in the same day, after the end of a regular shift, the employee is to receive at least two (2) hours at the prevailing rate of pay, plus additional rate of Travel Pay, regardless of job location.

(d) When an employee reports to work on an overtime day, he shall be paid no less than two (2) hours at the prevailing rate. If he starts to work, he shall receive no less for four (4) hours' pay at the prevailing rate.

## **Section 19. CRANE OPERATOR**

(a) Engineers sent to a jobsite by Local 324 where Engineers are required to be certified by the National Commission for the Certification of Crane Operators (NCCCO) by the owner employing the contractor must have successfully completed the Crane Operator Certification as of June 1, 2004, Engineers will also maintain a valid certification.

(b) All Engineers operating cranes on general construction work with boom and jib qualifying for long boom classifications shall be paid according to current wage schedules as shown in Section 27 of the collective bargaining agreement.

(c) Employees operating Tower Cranes shall be paid the crane operator rate determined by the combined length of the mast and the boom. In addition, the Engineer will receive twenty-five cents (\$.25) per hour more than the applicable Crane Operator rate if he must climb fifty (50) feet or more to his work station.

(d) Employees operating Derrick and Cranes where the operator must climb fifty (50) feet or more to his work station shall be paid twenty-five cents (\$.25) per hour more than the applicable Crane Operator rate.

## **Section 20. CRAFT FOREMAN AND ASSISTANT CRAFT FOREMAN**

(a) Whenever there are seven (7) Engineers employed by one (1) Employer on any one (1) job, per shift, there shall be a Craft Foreman employed on that job who shall be the representative of the Employer and may be assigned to operate a machine. The Craft Foreman's wages shall be at least one dollar and twenty-five cents (\$1.25) per hour more than the highest paid engineer working on the job for the same Employer.

(b) When ten (10) or more Engineers are employed on any one job per shift, the Craft Foreman shall be in charge of the Engineers and be in charge of Maintenance and Repairs of all Hoisting and Portable Machinery on the jobsite. He shall not be assigned to operate a machine. He shall dispatch equipment and Engineers, procure parts, fuel and equipment, and keep the time of Engineers. The Craft Foreman shall supervise all other operations pertinent to the trade and may delegate some of his duties to an Assistant Craft Foreman.

(c) **Assistant Craft Foreman.** On all jobsites where there are twenty (20) or more Operators per shift employed by one (1) Employer, there shall also be employed an Assistant Craft Foreman in addition to the Craft Foreman, and he shall be paid the

Assistant Craft Foreman's wage rate. There shall be an additional Assistant Craft Foreman for every twenty (20) men employed by each Employer.

(d) Engineers employed on leased or rented equipment shall count toward the requirements of Craft Foreman and Assistant Craft Foreman. In addition, Engineers employed on equipment that assists the Employer's employees in the self-performance of the Employer's work and are under the direct supervision of the Employer shall count toward the requirements of Craft Foreman and Assistant Craft Foreman.

(e) The Assistant Craft Foreman wages shall be at one dollar (\$1.00) per hour more than the highest paid engineer working on the job for the same Employer.

### **Section 21. HOURS**

(a) Day shift starting time can be any eight (8) continuous hours, except lunch period, between 6:00 a.m. and 4:30 p.m., as long as the starting time is a regular daily established practice for that job.

(b) Additional changes in the starting time in special cases may be made to meet special conditions upon application and approval of the Business Manager.

(c) No employee shall be required after having worked sixteen (16) hours (lunch periods included) to return to work for the prevailing rate of wages without having eight (8) hours off the job.

### **Section 22. LUNCH PERIOD**

(a) When an employee is requested to work through his regular established lunch period one and one-half (1-1/2) the straight time rate of wages shall be paid for that period of time. In addition, the employee is to be allowed one-half (1/2) hour at a later time, with pay, to eat, as soon as possible after his regular lunch period of that shift.

(b) If an employee is requested to work more than ten (10) hours, a paid lunch period of one-half (1/2) hour shall be allowed at the start of the eleventh (11th) hour. If the employee is required to work through his lunch period, he shall be paid an additional one-half (1/2) hour wage and time and one-half (1/2). The same shall apply to every four (4) hour period thereafter.

### **Section 23. SHIFT WORK**

(a) For any shift starting at or after 4:30 p.m., whether first or second shift, a day's work shall be eight (8) hours at the wage scheduled in Section 27 of this Agreement.

When a third shift is also worked, a day's work shall be seven and one-half (7-1/2) hours on the second shift and seven (7) hours on the third shift at the wages scheduled in Section 27 of this Agreement, for second and third shifts.

(b) Fringe benefits, where paid on hours worked, shall be paid for the second and third shift on the basis of eight (8) hours in order to constitute payment of a full shift's fringe benefit contribution.

(c) The wage rate between 8:00 a.m. Saturday and 8:00 a.m. Sunday shall be time and one-half (1-1/2) the applicable shift rate of pay. All overtime between 8:00 a.m. Saturday and 8:00 a.m. Sunday shall be paid at double (2) the applicable shift rate of pay.

(d) The wage rate between 8:00 a.m. Sunday and 8:00 a.m. Monday, or on Holidays, shall be double (2) the applicable shift rate of pay.

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#### **Section 24. OVERTIME**

(a) Flexible forty (40) hour workweeks Monday-Friday. Straight time for work up to ten (10) hours per day or forty (40) per week Monday-Friday. One and one-half (1 1/2) times the straight-time rate will apply after ten (10) hours per day or forty (40) per week, Monday through Friday. Double time applies on Sundays and Holidays, and after twelve (12) hours per day.

(b) Work performed on Saturday during a first shift, second shift, or third shift, shall be paid at time and one-half (1-1/2) the applicable shift rate of pay. Work performed on Saturday beyond the end of a shift shall be paid at double (2) the applicable shift rate of pay.

(c) All work performed on Sunday shall be paid at double (2) the straight-time wage rates.

(d) **Holidays.** Double (2) time shall be paid for work performed on the following named Holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. (See Greasing Time, specified in Section 27.)

#### **Section 25. PAYCHECKS AND CHECK STUBS**

(a) Employees shall be paid once each week on the payday that is established by the Employer. Employees shall be paid in United States currency or check on a Michigan

bank and the Employer agrees that payroll checks will be at the jobsite no later than two (2) hours after the start of the shift on payday so that employees may receive their checks before leaving the jobsite when they are not required to start work, provided, however, alternate mutually agreed to arrangements for obtaining payroll checks, such as direct deposit into an account designated by the employee, may be made between employees and the Employer. When direct deposit is used, pay stubs will be mailed no later than the next business day.

(b) PAY STUBS and/or other forms in writing must contain the following information and will be given to the employee:

- (1) Regular Hours Worked and Hourly Rate of Pay.
- (2) Overtime Hours Worked.
- (3) Withholding Tax, Federal, State and City Tax, Vacation and Holiday Pay, and Travel Pay.
- (4) All deductions will be Titled and Listed where applicable.

(c) Members not submitting claims for proper wages or overtime due within fifteen (15) days of each pay period, shall be deemed as having waived and vacated their rights to claim.

#### **Section 26. M.E.S.C. AND WORKERS' COMPENSATION INSURANCE**

(a) Before commencing any job, an Employer covered by this Agreement shall be required to furnish Local 324 its M.E.S.C. Registration Number. In addition, before commencing any job, the Employer shall furnish Local 324 with a certificate of Workers' Compensation Insurance submitted by the Employer's insurance carrier.

#### **Section 27. WAGES AND FRINGE BENEFIT CONTRIBUTIONS**

(a) By mutual agreement of the parties the wage schedules are now bound in the back of the Agreement book for convenience.

(b) **Maintenance and Inspection Time.** Engineers operating cranes, dozers, endloaders, backhoes, scrapers, graders and trenchers shall be paid for each shift the equivalent of one (1) hour's pay for steaming and greasing time, where a Fireman,

Oiler or Apprentice is not required, or when Apprentice Engineer is attending school. Maintenance and Inspection Time must be actually worked.

#### **Section 28. APPRENTICESHIP**

(a) The Apprentice Engineer shall be assigned to work with the various Engineers and to do other work, as directed by the Craft Foreman, Supervisor or other Operating Engineer Journeymen. The starting rate for Apprentice Engineers shall be seventy percent (70%) percent of the Regular Engineer Base Wage plus payment of all fringe benefit contributions (except the Journeyman and Apprentice Training Fund contribution). The Apprentice Engineer's base wage will be increased five percent (5%) every 1,000 hours of combined job-related work hours and Operating Engineers Local 324 Training and Education Center training hours.

(b) The parties agree that it is in their mutual interest and in the interest of the construction industry that new employees be trained in the operation of equipment covered by this Agreement. In furtherance of an Apprenticeship Training Program the Employers agree that in addition to all other employees otherwise provided for in this Agreement, the ratio of Apprentices to Journeymen shall be as follows:

1. More than five (5) Journeymen Engineers up to and including ten (10) Journeymen Engineers, one (1) Apprentice shall be employed (i.e. the seventh (7<sup>th</sup>) employee shall be an Apprentice).
2. More than ten (10) Journeymen Engineers up to and including twenty (20) Journeymen Engineers, two Apprentices shall be employed (i.e. the twelfth (12<sup>th</sup>) employee shall be an Apprentice).
3. More than twenty (20) Journeymen Engineers up to and including thirty (30) Journeymen Engineers, three (3) Apprentices shall be employed (i.e. the twenty second (22<sup>nd</sup>) employee shall be an Apprentice).
4. Thereafter, Apprentices are to be employed on the same ratio.

(c) The apprentice ratio shall be based on the total number of employees in the Operating Engineer bargaining unit working for the Employer (excluding those engineers working as mechanics in the shop) and shall not be based on the number of employees working on a project or a jobsite. The aforementioned apprentice ratio is not intended to increase the number of Operating Engineers employed on a single jobsite.

(d) The parties agree to abide by the rules, regulations and procedures established by action of the **JATF Trustees** relating to the selection, employment, training, and discipline of apprentices.

(e) It is further agreed that in event of a scheduled leave, approved by the **JATF Apprentice Coordinator**, a replacement shall be assigned to the job by the **JATF Apprentice Coordinator**. In the case of illness or injury a replacement shall be assigned by the **JATF Apprentice Coordinator** after the fifth working day.

(f) The Apprentice(s) shall be assigned to work overtime when required by the manning ratios set forth above.

(g) The Employer agrees to pay the Apprentice one day's pay (eight hours straight time) every two (2) weeks when the Apprentice is attending class. The Employer is not obligated to make such payment until the Apprentice presents a class attendance record signed by the **JATF** instructor.

(h) The Employer further agrees to support and maintain a uniform statewide Operating Engineers Local 324 Journeyman and Apprentice Training Program under the authority of the Operating Engineers Local 324 Journeyman and Apprentice Training Fund Trustees.

(i) **Journeyman and Apprentice Training Fund Contributions.** The Employer agrees to pay into the Operating Engineers Local 324 Journeyman and Apprentice Training Fund, the amount specified in Section 27 for each hour paid for all employees covered by this Agreement (except Apprentices) **in accordance with the rules and established by the JATF Trustees.** These contributions will be made on the forms provided for and sent to such depository as shall be named by the Training Fund Trustees. The program will be for both Apprentices and Journeymen.

## **Section 29. INSURANCE**

(a) In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay the amount specified in Section 27 to the Operating Engineers Local 324 Health Care Plan, for each employee covered by this Agreement for all **hours worked** each employee.

(b) All insurance contributions shall be computed on actual **hours worked** without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of the Operating Engineers Local 324 Health Care Plan, to such depository as may be designated by said Trustees.

(c) The Agreement and Declaration of Trust establishing the Operating Engineers Local 324 Health Care Plan, dated September 28, 1970 and effective October 1, 1970, together with any Insurance and related Agreements and Amendments, are made a part of this Agreement by reference, and the Employer agrees to be bound by and comply with the provisions of said Trust Agreement, Amendments thereto, related Insurance Agreements and all rules, regulations, reporting forms and other requirements established by the Trustees of such Fund.

### **Section 30. PENSION**

(a) In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay the amount specified in Section 27 to the Operating Engineers Local 324 Pension Fund, for each employee covered by this Agreement for all **hours worked** each employee.

(b) All pension contributions shall be computed on actual **hours worked** without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of the Operating Engineers Local 324 Pension Fund, to such depository as may be designated by said Trustees.

(c) The Agreement and Declaration of Trust establishing the Operating Engineers Local 324 Pension Fund, effective May 1, 1968, and the Amendments thereto are made a part of this Agreement by reference, and the Employer agrees to be bound by and comply with said Trust Agreement, any Amendments thereto, and all related agreements, rules, regulations, reporting forms and other requirements lawfully established by the Trustees of such Fund.

### **Section 31. DEFINED CONTRIBUTION PLAN**

(a) In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay the amount specified in Section 27 to the Operating Engineers Local 324 Defined Contribution Plan for each employee covered by this Agreement for all **hours worked** each employee.

(b) All Defined Contribution Plan contributions shall be computed on actual **hours worked** without regard to whether the employee was working on straight time or overtime. These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of said Operating Engineers Local 324 Defined Contribution Plan, to such depository as may be designated by the Trustees.

### **Section 32. RETIREE BENEFIT FUND**

(a) In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay the amount specified in Section 27 to the Operating Engineers Local 324 Retiree Benefit Fund for each employee covered by this Agreement for all **hours worked** each employee.

(b) These contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of said Operating Engineers Local 324 Retiree Benefit Fund, to such depository as may be designated by the Trustees.

(c) **The AGC of Michigan, Detroit Area** shall be entitled to designate a Trustee on the Retiree Benefit Fund. Payment of benefits from the Retiree Benefit Fund shall be contingent upon and subject to obtaining and retaining such approval of the Internal Revenue Service as may be necessary to establish the deductibility for Federal income tax purposes of any and all contributions made by the Employers under applicable provisions of the Internal Revenue Code of 1954, as amended.

### **Section 33. VACATION AND HOLIDAY FUND**

(a) In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay the amount specified in Section 27 into the Operating Engineers Local No. 324 Vacation and Holiday Trust Fund, hereinafter referred to as "Vacation Fund" or "Fund," prior to any withholdings for each employee covered by this Agreement. The amount of the contributions made in behalf of each employee to the Fund shall be added to the employee's gross wages before computing the withholding of any Federal or Local income taxes and F.I.C.A. contributions. This payment shall be forwarded each month to such depository as may be designated by the Trustees of said Fund, on forms furnished by the Trustees, and the Trustees shall instruct the depository to maintain an individual record for each employee for whom contributions are received which shall show the amount of money contributed with respect to each employee.

(b) The Fund shall be administered by a Board of Trustees made up of an equal number of Employer and Union Trustees, in accordance with all applicable laws.

(c) The accumulated vacation pay shall be distributed annually, in the month of December of each year, to the employees in accordance with the rules and regulations adopted by the Trustees of the Fund, which shall provide, among other things for the deduction by the Employer of the employee's share of Federal, State and Local taxes prior to payment to the Fund, to the end that the employee shall be entitled to an annual vacation benefit equal to the above-designated percentage of his total gross wages during the preceding fiscal year, with taxes prepaid.

#### **Section 34. INDUSTRY ADVANCEMENT PROGRAM**

(a) The Association has established an Industry Advancement Program whose activities shall be determined by the Association and which shall be financed by the payments hereinafter provided.

(b) The Employer agrees to pay to the Industry Advancement Program **fifteen cents (\$.15)** per hour for actual **hours worked** each employee working under this Agreement or, in the alternative, to pay **fifteen cents (\$.10)** per hour to the Operating Engineers Local 324 Health Care Plan for actual **hours worked** each employee working under this Agreement, said **fifteen cents (\$.10)** per hour to be in addition to the insurance Fund contribution provided for in Section 29. All Industry Advancement contributions shall be computed on actual **hours worked** without regard to whether the employee was working on straight time or overtime. These contributions will be reported on the forms provided and sent to such depository as shall be named by the Association.

#### **Section 35. LABOR-MANAGEMENT EDUCATION COMMITTEE**

(a) In addition to all other compensation required by the terms of this Agreement, the Employer agrees to pay the amount specified in Section 27 into the Operating Engineers Local 324 Labor-Management Education Committee, for each employee covered by this Agreement for all **hours worked** each employee.

(b) All Labor-Management Education Committee contributions shall be computed on actual **hours worked** without regard to whether the employee was working on straight time or overtime. Contributions shall be deposited each month, or at such other regular intervals as may be determined by the Trustees of the Operating Engineers Local 324 Labor-Management Education Committee, to such depository as may be designated by said Trustees.

(c) The Agreement and Declaration of Trust establishing the Operating Engineers Local 324 Labor-Management Education Committee effective June 1, 1989, is made a part of this Agreement by reference, and the Employer agrees to be bound by and comply with said Trust Agreement, any Amendments thereto, and all related agreements, rules, regulations, reporting forms and other requirements lawfully established by the Trustees of such Committee.

**Section 36. GUARANTY OF AGREEMENT LIABILITY, SECURITY DEPOSIT FUND**

(a) Every Employer agrees that it is prudent for the Union to require a reasonable security deposit to guarantee that the wages, fringe benefit contributions and other benefits made payable to and on behalf of employees covered by this Agreement will be paid. The parties agree that the sum of Five Thousand Dollars (\$5,000) is a reasonable security deposit, except as it is hereinafter provided that a larger sum is reasonable.

(b) Every Employer employing Operating Engineers working under the terms and provisions of this Agreement shall deposit Five Thousand Dollars (\$5,000) or an acceptable corporate surety bond as a security deposit with the Trustees of the Operating Engineers Local 324 Pension Fund to be held in a special account designated as Operating Engineers Security Deposit Account, hereinafter referred to as Security Deposit Account. It is the intention of the parties of this Agreement that the security deposit for each Employer shall never be less than Five Thousand Dollars (\$5,000) and that if any amount of money is drawn out of such security deposit then the Employer shall promptly replenish the deposit so that at no time will it be less than Five Thousand Dollars (\$5,000).

(c) The Security Deposit Account shall be administered by the Trustees of the Operating Engineers Local 324 Pension Fund under the terms of this Agreement and such other provisions as may be applicable.

(d) The cash security deposit shall earn interest at the regular bank rates per annum unless the security deposit is redeemed prior to one (1) calendar year from the date when such security deposit was posted.

(e) Every Employer party to this Agreement agrees that on request of the Trustees of the Operating Engineers Local 324 Pension Fund he will show any of his books or records to authorized representatives of said Trustees so that it can be determined

whether or not the Employer is complying with the terms and provisions of this Agreement.

(f) The Union agrees that a Member of **The AGC of Michigan, Detroit Area** who has signed a power of attorney appointing the Association as its bargaining agent for Operating Engineers Local 324 will not be required to post a cash deposit or a corporate surety bond so long as the Member is not more than 30 days delinquent. If the Member becomes more than 30 days delinquent, the Member will be treated as a non-associated Employer and shall be required to post a cash deposit or corporate surety bond to the Security Deposit Account in the total amount of the delinquency or \$2,500 per employee, whichever is greater. If the delinquent Member pays the indebtedness and is not delinquent for a period of six months, the deposit or bond will be returned to the Member.

(g) As of the date of the beginning of this Agreement, the Association shall advise the Union and the Trustees of the Operating Engineers Local 324 Pension Fund, in writing, of the names and addresses of all Employers who are members of the Association who have signed a power of attorney appointing the Association as its bargaining agent for Operating Engineers Local 324. If notice in writing is given to the Union and the Trustees of the Operating Engineers Local 324 Pension Fund that an Employer is no longer appointing the Association as its bargaining agent, such Employer shall then be treated as a non-associated Employer.

(h) Each Employer member of **The AGC of Michigan, Detroit Area**, by becoming a party to this Agreement authorizes and empowers the Association to act in his or its behalf.

(i) A non-associated Employer who becomes thirty-one (31) days or more delinquent in any of his obligations under this Collective Bargaining Agreement shall be required to increase his cash deposit or corporate surety bond to the Security Deposit Account to the total amount of the delinquency or \$2,500 per employee, whichever is greater.

(j) Whenever a Claim of Delinquency is presented to the Chairman and Secretary of the Operating Engineers Local 324 Pension Fund, these two officers shall promptly withdraw an amount of money equal to the claim of delinquency from the Security Deposit Account of the delinquent Employer and pay such money directly to the Fringe Benefit Funds to which the money is owed. A Claim of Delinquency must be

certified by the Administrator of one of the Fringe Benefit Funds and must be based on an audit, an admission of liability, or a refusal by the Employer to allow an audit. For delinquency in wages, an authorized Representative of the Union may present a Claim of Delinquency. The obligations of the Employer to the various Fringe Benefit Funds shall be deemed to include any costs of collection charges assessed by the Funds for late payments.

(k) Notwithstanding anything herein contained to the contrary, it is agreed that in the event any Employer shall be delinquent at the end of any period in the payment of any of his obligations under this Agreement, after the authorized official of the Union shall have given seventy-two (72) hours notice to the Employer of such delinquency, the Trustees of the Fringe Benefit Funds or the union, depending upon the type of delinquent obligation of the Employer, shall have the right to take such action as they determine necessary until such delinquent payments are made; and it is further agreed that in the event such action is taken, the Employer shall be responsible to all affected employees for any further losses resulting therefrom.

(l) The Trustees of the respective Fringe Benefit Funds shall have the further right to take such legal action against any delinquent Employer as in their discretion may be advisable or necessary to make collection for any of the Fringe Benefit Funds entitled to monies from an Employer under this Agreement. At the direction of the Trustees of the Fringe Benefit Funds or the Administrator of same, any Employer covered by this Agreement may be ordered to produce a certified copy of his payroll records in order to show compliance with the terms and provisions of this Agreement.

(m) **Enforcement:** If the employees of the bargaining unit whose wages and fringes are in delinquency are removed from the job by the Union to enforce payment of delinquent wages, Health and Welfare Fund, Pension Fund or Vacation Fund contributions, the aforementioned employees shall be paid by the delinquent Employer for all time lost at the straight time hourly rate.

### **Section 37. SAFETY**

(a) All Employers and employees will abide by the State of Michigan Construction Safety Rules and Regulations effective as of the date of the signing of this contract.

(b) The Steward or Operator shall call the Foreman's attention to any unsafe equipment or unsafe working conditions. If the Foreman and the Steward cannot agree on what is unsafe equipment or unsafe working conditions, or if having agreed, action to correct same is not taken by the Foreman, the Steward must make a report to the

Union. The Employer and the Union will then send Representatives or Representative to the job to observe conditions and agree on corrective measures to be taken.

(c) In the event of a serious injury accident to a member of the bargaining unit, appropriate reports shall be completed and a copy directed to the Safety Director of the local union.

(d) In the interest of safety: intoxication, possession, consumption or use of alcoholic beverages or illegal drugs is not permitted on jobsites or while driving a company vehicle.

(e) A copy of any accident report(s) required by the State of Michigan or federal government to be completed and filed by the Employer shall be made available by the Employer to the Union upon request by the Union.

(f) The Employer may require an employee who was involved in an accident to be tested for drugs and/or alcohol. In addition to post accident testing, employees may be tested for drugs and/or alcohol in those instances when testing is required by the owner employing the contractor, or by pertinent government regulation; provided, however, that any such testing shall be conducted in accordance with Appendix A of this Agreement.

### **Section 38. WORKING CONDITIONS**

(a) **EMPLOYER'S DUTIES:** It shall be the Employer's responsibility to:

- (1) Provide safe working conditions in accordance with all applicable laws.
- (2) Furnish suitable shelter to protect employees from falling materials and elements of the weather, and also to furnish heat when needed.
- (3) Provide safety cabs on equipment used in all hazardous work.
- (4) Provide equipment to protect employees from health hazards caused by exhaust fumes and unusual dusty conditions.
- (5) Make sure all equipment used on the jobsite is in safe operating condition in accordance with the Michigan State Safety Laws. No employee shall

be penalized for refusing to operate equipment not meeting the Michigan State Safety Laws.

- (6) Provide employees with a clean place to change clothing, eat lunch, and wash up, where practical.
- (7) Provide clean, cool, drinking water, on the jobsite.
- (8) Allow the employee time off for vacation when requested in writing; however, the employee must give the Employer a reasonable notice.
- (9) No employee covered hereby may be discharged for refusal to cross a legal primary picket line.
- (10) **Payment for Lost Time:** Any employee hospitalized or seriously enough injured to be required to leave the job shall, without regard to the question of fault, be paid for the full day on which the injury occurs based on an examining physician's statement.

(b) **EMPLOYEE'S DUTIES:** For information to the parties to this Agreement, the following duties of various employees are listed:

- (1) An Engineer shall not have the right to any job until he starts work.
- (2) An Engineer temporarily absent from his machine must not allow any person other than an Engineer or Apprentice Engineer to run, operate or in any way meddle with his machine or boiler.
- (3) An Engineer shall not operate any boiler or other appliance requiring inspection under the laws of the State of Michigan, cities or municipalities therein, until the same has been inspected. All boilers found to be faulty or without inspection shall be immediately reported to the Boiler Inspector's Office.
- (4) No Engineer shall teach any person except another Engineer or an Apprentice Engineer to run any machine or part thereof under the Engineer's jurisdiction, without special permission of the Business Manager.

- (5) No Engineer shall be allowed to quit or leave the job until he has given special notice and secured another Engineer to take his place unless he is ordered to leave by authority of the Union or the Employer. This is intended to protect the Employer against being left without an Engineer and shall not be construed in any way as restricting the right of an Employer to discharge his employees.
- (6) No Engineer shall be allowed to enter into any private agreement for hours or wages or working conditions with any Employer.
- (7) Any Engineer who fails to demand and receive wages in accordance with the scale set forth in this Agreement shall be in violation of his Union Constitution and Bylaws.
- (8) Any Engineer who deliberately fails to perform a fair day's work shall be in violation of his Union Constitution and Bylaws.
- (9) It is distinctly understood that no employee shall work for any Employer, whether an individual, partnership or corporation, who fails to provide Workers' Compensation Insurance for the employees.
- (10) Engineers employed on a job to run an engine shall not be assigned to perform other work not customarily performed by an Engineer. If a physical examination of the Engineer is required by the Employer the examining physician shall be mutually agreed upon by the Employer, the employee and the Union and the cost of the physical examination shall be paid for by the Employer.
- (11) Every Engineer is encouraged to carry a valid first aid card. The Union shall make every effort to provide these classes on a regular basis.

### **Section 39. LIABILITY**

(a) The Employers agree that they will not hold the Union liable for any acts of its members not authorized by the Union. The Union agrees that it will, on written request of the Employer, notify the Employer within forty-eight (48) hours after receipt of said request at the office of the Union, whether the act of the member or members of the Union so complained of was or was not authorized, and if not authorized, the Union agrees that it will take immediate steps to rectify the situation.

(b) The Union agrees that it will not hold the Employer liable for any acts of the agents of the Employer not authorized by the Employer. The Employer agrees that he will, on written request of the Union, notify the Union within forty-eight (48) hours after receipt of said request at the office of the Employer, whether or not the act of the Employer's agent so complained of by the Union was authorized, and if not authorized, the Employer agrees that he will take immediate steps to rectify the situation.

(c) The Employer agrees to register with the Michigan Safety Commission and to cooperate fully with its provisions on safety.

#### **Section 40. JOINT GRIEVANCE BOARD**

(a) A grievance is an alleged breach, misinterpretation, or misapplication of the express terms of this Agreement. The grievance procedure is available to claims of either the Union or the Employer.

(b) Settlement of grievances may be arrived at in any step of the grievance procedure which will be final and binding on the Union, the Employer, and the employee(s) involved.

(c) A grievance must be presented (verbally or in writing) within three (3) working days of the time that the aggrieved party first becomes aware, or reasonably should have become aware, of the claim subject of the grievance. A 'working day' does not include Saturdays, Sundays or holidays.

(d) Grievances shall be handled in the following manner:

Step 1. Between the Employer's Supervisor and a representative of the Union on the jobsite.

Step 2. Within ten (10) working days following completion of Step 1, an unresolved grievance shall be reduced to writing. The written grievance shall be submitted to a Union Business Representative and the Employer's Supervisor at the jobsite.

Step 3. Within five (5) working days following completion of Step 2, an unresolved grievance shall be submitted to the Business Manager and the Supervisor or Labor Relations Manager of the Employer.

Step 4. Within five (5) working days following completion of Step 3, an unresolved grievance shall be submitted to the Joint Grievance Board. The Joint Grievance Board shall consist of six (6) persons, three (3) of whom are to be selected by the Association and three (3) by the Union. The Association and the Union each shall appoint at least two (2) alternate representatives who may serve in place of a regular representative of such Association or Union, as the case may be. The time limits provided for in any Step of the grievance procedure may be extended by mutual consent of the Union and the Employer.

The Joint Grievance Board shall appoint a Secretary from among its members, and the Board shall meet promptly upon written notice from the Secretary or from any member of the Board after receipt of such notice of requested meeting. The Secretary will schedule Board meetings after ascertaining the Employer's availability.

The Board will not issue a decision in the absence of the Employer. The Board will consider and decide all grievance relative to wages and all other terms and conditions of employment under this Agreement. Grievances shall be submitted in writing and shall be decided by a majority vote of the full Board consisting of six (6) members. The decision of the Board is final and binding.

The refusal or failure by a party to schedule or attend a Joint Grievance Board meeting shall constitute waiver of all prior irregularities in the grievance procedure, and the complainant may proceed directly to arbitration. If the complainant prevails in the arbitration over such party, that party shall pay all costs of arbitration, excluding attorney fees. If the complainant does not prevail, each party will pay its own costs, except the arbitrator's fee shall be shared equally.

Step 5. If the Joint Grievance Board deadlocks regarding any grievance, it shall constitute a basis for submittal of the grievance to the National Center for Dispute Settlement. In such instances, the parties to the grievance shall appoint an arbitrator to review the dispute and render a decision. If the parties are unable to agree upon an arbitrator, the National Center for Dispute Settlement shall make the designation. The arbitrator's fee shall be shared equally by the Employer and the Union. The arbitrator shall confine his decision to the dispute in question and shall not have authority to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator's decision shall be final and binding on the Employer and the Union, and the employee(s) involved.

(e) It is expressly agreed and understood that violation of payment of rates of pay, overtime work, Holiday and Vacation Fund, Security Deposit, Insurance and Pension Funds, Labor-Management Education Committee, Retiree Benefit Fund or Apprenticeship and Journeyman Retraining Fund contributions, as provided in this Agreement shall not be considered as subject to arbitration, provided the Union gives seventy-two (72) hours written or telegraphic notice to the Association and the Employer concerned prior to taking economic action for violation of payment as provided for in this Agreement.

#### **Section 41. ILLEGALITY**

In the event that any portion of this Agreement is declared or becomes inoperative under State or Federal Laws, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

#### **Section 42. EQUAL TREATMENT**

(a) In the event the Union enters into any written agreement with an Employer or Employers, not signatory to this Agreement, engaged in construction work as done by members of the Association, in which the terms and conditions are more favorable than those contained herein, the Union agrees such more favorable terms and conditions shall become a part of this Agreement replacing those herein which are less favorable.

(b) It is mutually agreed and understood that terms and conditions as used in this Section shall be deemed to include but shall not be limited to: Wages, Vacation and Holiday Fund, Insurance and Pension Funds, Retiree Benefit Fund, Labor-Management Education Committee or Apprenticeship and Journeyman Retraining Fund contributions. The Union will not permit its members to work for any Employer who fails to pay an amount at least equal to the gross wage stated in Section 27 hereof.

(c) Maintenance work may be performed under the current provisions of the "General Presidents' Project Agreement for Maintenance by Contract," initially developed by the General Presidents' Committee in September 1956.

(d) **Subcontracting.** Each Employer expressly agrees that he will not enter into a subcontract for work covered by this Agreement to be done at the site of the construction, repair, demolition or alteration of a building, structure or other work with any Employer who does not abide by the wages, fringe benefit contributions, terms and conditions of this Agreement, provided that Section 16 hereof shall govern where

applicable. Furthermore, where there is any dispute over work jurisdiction, such dispute shall be governed by Sections 3 and 4 of this Agreement.

**Section 43. TIMELY PAYMENT OF FRINGE BENEFIT CONTRIBUTIONS**

(a) In addition to the hourly wage shown in these schedules, there are the funded fringe benefit contributions for Vacation and Holiday, Insurance, Pension, Defined Contribution Plan, Retiree Benefit Fund, Apprenticeship Training Program Fund, Labor-Management Education Committee and Industry Advancement Fund, that are payable by the 15th day of the succeeding month in the amount and manner provided herein. If these fringe benefit payments are not made as stated herein, it shall constitute a status of delinquency and a violation of this Agreement.

(b) The Employer agrees to furnish to the Trustees of the various fringe benefit funds provided for in this Agreement, upon request, such information and reports as the Trustees may require in the performance of their duties. The Employer further agrees that the Trustees, or any Agent authorized by the Trustees, shall have the right to enter upon the premises of the Employer to perform an audit and to have access to such of the Employer's records as may be necessary to permit the Trustees to determine whether the Employer is complying fully with the provisions of this Agreement regarding Employer contributions.

(c) The Employer understands and agrees that the Trustees of the fringe benefit funds provided for by this Agreement have the power, as provided in their respective Trust Agreement, to fix a schedule of cost of collection charges, in the nature of liquidated damages, to be assessed against any Employer who fails to make the contributions required hereunder in the correct amount and when due. The Employer agrees to pay the cost of collection charges assessed against him for failure to pay contributions when due.

(d) The liquidated damages are as follows:

- (1) Contributions are due on the 15th of the month following the month worked, with an additional fifteen (15) day grace period. Daily interest is assessed from the due date at the rate of eighteen percent (18%) per annum on late contributions (those paid after the grace period). Liquidated damages are capped at twenty percent (20%) of the contributions owing.

- (2) If suit is filed to collect contributions which remain unpaid at the time the court enters judgment, liquidated damages shall be a flat twenty percent (20%) of the contributions unpaid.
- (3) Liquidated damages assessed and unpaid under prior Agreements shall be recomputed under the above formula and liability imposed for the lesser of the two assessments.

(e) If there are fringe benefit contributions or liquidated damages due and unpaid after a Fringe Benefit Fund has attempted to collect the unpaid contributions or liquidated damages, on demand by the Fringe Benefit Fund, the Employer agrees to submit to arbitration the issue of whether the fringe benefit contributions or liquidated damages are due and unpaid and what the amounts of the fringe benefit contributions or liquidated damages are. The Fringe Benefit Fund shall have this right to demand arbitration in addition to all its statutory and judicially established rights to bring suit against the Employer for the unpaid contributions or liquidated damages. The arbitrator shall have the power to award the Fringe Benefit Fund a sum of money which includes all amounts of unpaid contributions and liquidated damages owing on the date of the Arbitration Hearing, incurred under prior collective bargaining agreements, as well as the current collective bargaining agreements. The arbitration shall be held under the Arbitration Rules of the National Center for Dispute Settlement. The expenses of the arbitration, including the expenses of the arbitrator, shall be shared equally by the Fringe Benefit Fund which demands the arbitration and the Employer. The Award of the arbitrator shall be final and binding on both parties to the arbitration.

(f) Where fringe benefit contributions or liquidated damages are collected on behalf of the Fringe Benefit Funds in a lesser amount than is totally owed, the Joint Administrative and Delinquency Committee (JA&DC) is authorized to allocate the fringe benefit contributions or liquidated damages among the Funds, as deemed appropriate, in the sole discretion of the JA&DC, including allocating damages to pay for costs of collection.

**(g) By definition, hours worked includes time paid for Reporting Time and Maintenance and Inspection Time.**

#### **Section 44. DELINQUENT CONTRACTORS**

In order to assure timely fringe benefit contributions by all Employers required under this section, the Trust Fund Administrator shall provide on a monthly basis to the

Association, a list of all Employers who are delinquent in making the required payments. This list will be made available to signatory contractors and to representatives of the Union in order to encourage compliance with the requirements of this Section.

**Section 45. NO STRIKE — NO LOCKOUT**

(a) Throughout the term of this Agreement, the Union agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or encourage any stoppage or suspension of work, slowdown, picketing, strike or concerted refusal to work. Excluded solely from the foregoing prohibition is a work stoppage authorized by Section 36(k) of this Agreement.

(b) Throughout the term of this Agreement, the Employer agrees that neither it nor any of its officers, agents or representatives shall engage in, authorize or cause any lockout or concerted work stoppage.

**Section 46. LABOR MANAGEMENT FORUM**

(a) There is hereby established a Labor/Management Forum, which shall be comprised of an equal number representing the Union and the Association, for the purpose of reviewing on a quarterly basis (or as needed) basic problems, market share discussions, and/or issues confronting the industry and developing resolutions for same.

(b) In addition, the Labor Management Forum will meet at least 90 days prior to the effective date of the negotiated future increase to review the financial status of the respective fringe funds and make recommendations to the various fringe fund trustees on allocation and benefit plan revisions.

**Section 47. MARKET RECOVERY**

It is recognized by the parties that in certain areas of the State of Michigan, the construction market organized by the building trades unions has encountered strong competition. Where the mutual interest of both the Employer and the Union are served by cooperating to compete more effectively, it is agreed that the Employer and the Union will meet to negotiate a market recovery rate or condition on a job-by-job basis or an area-by-area basis.

**Section 48. RENEWAL OR CHANGE**

(a) This Agreement shall remain in full force and effect until the first day of **June 2018**, and thereafter shall renew itself from year to year unless either party hereto shall

notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change the Agreement in any way or to terminate the Agreement. Such written notice shall be sent by Registered Mail to the other party. In the event of notice by either party to change and/or terminate, and no agreement on such changes and/or termination is reached prior to **June 1, 2018**, this Agreement shall be deemed to have terminated on **June 1, 2018**.

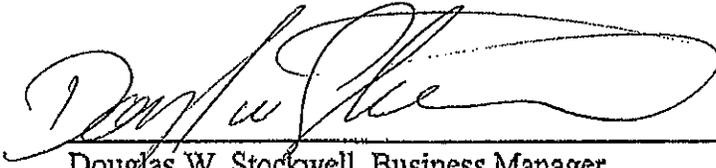
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers, duly authorized, this 27<sup>th</sup> day of March 2013.

The AGC OF MICHIGAN, DETROIT AREA



Scott D. Fisher, Director of Labor Relations

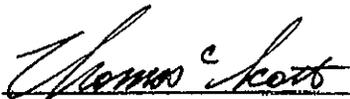
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL No. 324, A, B, C, D, G, H, P, RA, S - AFL-CIO



Douglas W. Stockwell, Business Manager



Scott Page, President



Tom Scott, Recording-Corresponding Secretary

/s/ufcw876  
Dotage13.agr

**APPENDIX A**  
**DRUG/ALCOHOL TESTING PROCEDURE**

1. Testing will be performed by a laboratory located in and licensed by the State of Michigan as a medical and forensic laboratory and operating in compliance with the Scientific and Technical Guidelines for Federal Drug Testing Programs, 53 C.F.R. 119.79 (1988), as amended.

2. The test samples (urine specimen) will be obtained at an authorized collection center from the person being tested in accordance with the following procedures:

- A. Identification of the person being tested shall be verified by the laboratory at the time the samples are taken.
- B. A clean, previously unused collection and storage container of a type utilized by medical facilities shall be supplied for collection of the samples. The person being tested may reject any container or collection bottle he has reason to believe is contaminated.
- C. The samples shall be in two (2) containers and a serially numbered label shall be affixed and taped over with a clear tape, in the presence of the person being tested.
- D. The person being tested shall report, on a standard form, any medication he is currently using, either prescribed by a licensed medical practitioner or proprietary medicines obtained over-the-counter.
- E. The laboratory shall maintain a "chain of custody" control of the samples.
- F. Any communication regarding the samples shall be referred by the numerical identification number. The name of the person being tested shall not be used or divulged by laboratory personnel.

3. Laboratory testing shall be conducted as follows:

- A. The initial screen test shall be conducted by using the EMIT (Enzyme Multiplied Immunoassay Technique) analysis method. If the initial test result is "negative," the Employer shall be notified immediately. Any remaining portion of the samples shall be disposed of and all labels, chain of custody records and other reports shall be destroyed.
- B. If the initial screening test is "positive," a confirmation test using the GC/MS (Gas Chromatography/Mass Spectrometer) method shall be conducted. If the result is negative, the procedure in (A) above shall be followed.

4. If the GC/MS confirmation test is positive, the Employer shall be notified immediately of the test results, and the test results shall promptly be made available to the person being tested. The report shall indicate the type of test conducted, the substances tested for, and the result of the test and quantity of substances detected.

5. The remainder of the samples from the confirmed positive test shall be stored with a copy of all chain of custody documents. If the person being tested is unable to provide a urine specimen, he shall provide a blood sample.

6. Testing for alcohol shall be conducted with the foregoing safeguards, and shall be made in accordance with reliable testing procedures, including breathalyzer, urine or blood.

7. The person being tested has the right to challenge the accuracy of a positive GC/MS test result (or a positive alcohol test result) within five (5) calendar days after notification. In the event a challenge is made, the sample in the other sealed bottle shall be sent to another laboratory acceptable to both the Employer and the Union. The cost of sending and retesting the sample shall be borne by the person being tested. If the results from the GC/MS test contradict the results of the original GC/MS test, the person being tested shall be returned to work and made whole for any loss of wages and be reimbursed for the cost of the test.

8. The Employer shall designate a management staff person to be the Medical Records Officer. The MRO shall be the sole recipient of all reports submitted by the testing laboratory, and he shall initiate any action taken as a result of this testing procedure. The MRO shall maintain, in separate files, records pertaining to the Employer's substance abuse program and shall not disseminate any information to any third party or any electronic data bank.

9. The right of the person being tested to personal privacy in order to avoid damage to his reputation from disclosure of test results or treatment shall be respected to the extent possible, consistent with the Employer's right to support any disciplinary action and the Union's right to process any grievance filed by the employee. In furtherance of the grievance procedure the person being tested may authorize the release of any document or record in the MRO's possession to a representative of the Union.

## MEMORANDUM OF UNDERSTANDING OPTIONAL FOUR-DAY WORKWEEK

The Union agrees that the Employer may work a 4-10 work week on a particular job as provided below only under the following circumstances:

- (a) Carpenters and Laborers which work in conjunction with the Engineers who are to work 4-10s, whether these Engineers are employed by the Employer or by a subcontractor of the Employer, will also work the 4-10 workweek under conditions which are substantially similar to those appearing below.

1. At the beginning of a job or at any time during its duration, and for a minimum of one (1) week, the Employer shall have the option of scheduling work on Monday through Thursday for ten hours each day at straight-time. Work in excess of ten (10) hours but less than twelve (12) hours per day (Monday through Thursday) shall be paid at time and one-half. Work in excess of twelve (12) hours per day (Monday through Thursday) shall be paid at double time. The 4-10 work week may be used by an Employer on a job basis. The 4-10 hour workweek may be used only under the following circumstances:

- (a) When the Employer elects to use the 4-10 work week under this Section, he will notify the Local Union involved and inform the Local Union of the work schedule as soon as possible prior to its implementation.
- (b) In the event one (1) or more hours of work are unable to be performed because of bad weather or because of a holiday when 4-10s are worked Monday through Thursday, the Employer may schedule work on Friday of that week for a minimum of eight (8) hours. Work in excess of forty (40) hours for the week (Monday through Friday) but not more than forth-eight (48) hours shall be paid at time and one-half. Work in excess of forty-eight (48) hours for the week (Monday through Friday) shall be paid at double time. Eight hours of work may be performed on Saturdays at time and one-half. Work on Saturdays in excess of eight (8) hours shall be paid at double time.
- (c) On any job scheduled to work on Friday, the Employer shall not bring employees to the job to avoid the payment of premium time.

- (d) For days when ten hours of work is scheduled, Section 18, "Reporting Time," shall apply with the modification that five (5) hours shall be substituted for four (4) hours, and ten (10) hours shall be substituted for eight (8) hours.
- (e) When work is performed under the 4-10 workweek schedule, payday shall be one of the workdays. Once payday has been established on a project under this Section, that day shall remain the payday whenever 4-10s are worked.

AGC OF MICHIGAN, DETROIT AREA

Scott D. Fisher, Director of Labor Relations

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL No. 324, A, B, C, D, G, H, P, RA, S - AFL-CIO

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Douglas W. Stockwell, Business Manager  
Scott Page, President  
Tom Scott, Recording-Corresponding Secretary

**Section 27. WAGES AND FRINGE BENEFIT CONTRIBUTIONS**

**Craft Foreman and Assistant Craft Foreman**

The Craft Foreman wages shall be at least one dollar and twenty-five cents (\$1.25) per hour more than the highest paid Engineer working on the job for the same Employer. The Assistant Craft Foreman wages shall be at least one dollar (\$1.00) per hour more than the highest paid Engineer working on the job for the same Employer.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER June 1, 2012  
(AGC, Detroit Contract)**

**Engineer When Operating Crane With Boon and Jib or Leads 400' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd</u> <u>Shift Per</u> <u>Hour</u>
Base Wage*	\$33.56	\$38.35
Vacation & Holiday* (15% Funded)	\$5.03	\$5.75
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	\$59.03	\$64.54
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	\$59.18	\$64.69

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER June 1, 2012  
(AGC, Detroit Contract)**

**Engineer When Operating Crane With Boom and Jib or Leads 300' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$32.25	\$36.86
Vacation & Holiday* (15% Funded)	\$4.84	\$5.53
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	<b>\$57.53</b>	<b>\$62.83</b>
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	<b>\$57.68</b>	<b>\$62.98</b>

**Engineer When Operating Crane With Boom and Jib or Leads 220' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$30.95	\$35.37
Vacation & Holiday* (15% Funded)	\$4.64	\$5.31
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	<b>\$56.03</b>	<b>\$61.12</b>
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	<b>\$56.18</b>	<b>\$61.27</b>

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER June 1, 2012  
(AGC, Detroit Contract)**

**Engineer When Operating Crane With Boom and Jib or Leads 140' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$30.69	\$35.07
Vacation & Holiday* (15% Funded)	\$4.60	\$5.26
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
GROSS WAGE	\$55.73	\$60.77
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	\$55.88	\$60.92

**Engineer When Operating Crane With Boom and Jib or Leads 120' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$29.97	\$34.26
Vacation & Holiday* (15% Funded)	\$4.50	\$5.14
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
GROSS WAGE	\$54.91	\$59.84
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	\$55.06	\$59.99

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER June 1, 2012  
(AGC, Detroit Contract)**

**Regular Crane Operator, Job Mechanic and Concrete Pump With Boom  
Operator**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$29.23	\$33.40
Vacation & Holiday* (15% Funded)	\$4.38	\$5.01
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor-Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	<b>\$54.05</b>	<b>\$58.85</b>
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	<b>\$54.20</b>	<b>\$59.00</b>

**Regular Engineer, Hydro-Excavator and Remote-Controlled Concrete  
Breaker**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$28.38	\$32.44
Vacation & Holiday* (15% Funded)	\$4.38	\$5.01
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	<b>\$53.20</b>	<b>\$57.89</b>
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	<b>\$53.35</b>	<b>\$58.04</b>

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER June 1, 2012  
(AGC, Detroit Contract)**

**Engineer When Operating Forklift, Lull or Extend-A-Boom Forklift**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$26.90	\$30.74
Vacation & Holiday* (15% Funded)	\$4.03	\$4.61
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	<b>\$51.37</b>	<b>\$55.79</b>
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	<b>\$51.52</b>	<b>\$55.94</b>

**Engineer When Operating Compressor or Welding Machine**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$20.54	\$23.47
Vacation & Holiday* (15% Funded)	\$3.08	\$3.52
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<b>GROSS WAGE</b>	<b>\$44.06</b>	<b>\$47.43</b>
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	<b>\$44.21</b>	<b>\$47.58</b>

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER June 1, 2012  
(AGC, Detroit Contract)**

**Fireman or Oiler**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$19.64	\$22.45
Vacation & Holiday* (15% Funded)	\$2.95	\$3.37
Insurance (Funded)	\$8.20	\$8.20
Pension (Funded)	\$9.95	\$9.95
Defined Contribution Pension Fund (Funded)	\$1.10	\$1.10
Retiree Benefit Fund (Funded)	\$0.45	\$0.45
Apprenticeship Training Program (Funded)	\$0.60	\$0.60
Labor Management Education Committee (Funded)	<u>\$0.14</u>	<u>\$0.14</u>
<hr/> GROSS WAGE	<hr/> \$43.03	<hr/> \$46.26
Industry Advancement Program	<u>\$0.15</u>	<u>\$0.15</u>
	\$43.18	\$46.41

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2013**

Wage rates effective June 2013 will be issued as a supplement to this Agreement. All Gross Wages increase by \$1.10/hr. All increases will be allocated to satisfy Pension first, and Health Care second and remainder to be allocated by the Union.

**Engineer When Operating Crane With Boom and Jib or Leads 400' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 300' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2013**

**Engineer When Operating Crane With Boom and Jib or Leads 220' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor-Management-Education-Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 140' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2013**

**Engineer When Operating Crane With Boom and Jib or Leads 120' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Regular Crane Operator, Job Mechanic and Concrete Pump With Boom Operator**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2013**

**Regular Engineer, Hydro-Excavator and Remote-Controlled Concrete Breaker**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Forklift, Lull or Extend-A-Boom Forklift**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2013**

**Engineer When Operating Compressor or Welding Machine**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Fireman or Oiler**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2014**

Wage rates effective June 2014 will be issued as a supplement to this Agreement. All Gross Wages increase by \$1.10/hr. All increases will be allocated to satisfy Pension first, and Health Care second and remainder to be allocated by the Union.

**Engineer When Operating Crane With Boom and Jib or Leads 400' or Longer**

	<u>1st Shift</u> Per Hour	<u>2nd/3rd Shift</u> Per Hour
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 300' or Longer**

	<u>1st Shift</u> Per Hour	<u>2nd/3rd Shift</u> Per Hour
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2014**

**Engineer When Operating Crane With Boom and Jib or Leads 220' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 140' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2014**

**Engineer When Operating Crane With Boom and Jib or Leads 120' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor-Management-Education-Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Regular Crane Operator, Job Mechanic and Concrete Pump With Boom Operator**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2014**

**Regular Engineer, Hydro-Excavator and Remote-Controlled Concrete Breaker**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Forklift, Lull or Extend-A-Boom Forklift**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2014**

**Engineer When Operating Compressor or Welding Machine**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Fireman or Oiler**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2015**

Wage rates effective June 2015 will be issued as a supplement to this Agreement. All Gross Wages increase by \$.75/hr. All increases will be allocated to satisfy Pension first, and Health Care second and remainder to be allocated by the Union.

**Engineer When Operating Crane With Boom and Jib or Leads 400' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 300' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2015**

**Engineer When Operating Crane With Boom and Jib or Leads 220' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management-Education-Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 140' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2015**

**Engineer When Operating Crane With Boom and Jib or Leads 120' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Regular Crane Operator, Job Mechanic and Concrete Pump With Boom Operator**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2015**

**Regular Engineer, Hydro-Excavator and Remote-Controlled Concrete Breaker**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Forklift, Lull or Extend-A-Boom Forklift**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2015**

**Engineer When Operating Compressor or Welding Machine**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Fireman or Oiler**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2016**

Wage rates effective June 2016 will be issued as a supplement to this Agreement. All Gross Wages increase by \$.75/hr. All increases will be allocated to satisfy Pension first, and Health Care second and remainder to be allocated by the Union.

**Engineer When Operating Crane With Boom and Jib or Leads 400' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 300' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2016**

**Engineer When Operating Crane With Boom and Jib or Leads 220' or Longer**

	<u>1st Shift</u> Per Hour	<u>2nd/3rd Shift</u> Per Hour
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 140' or Longer**

	<u>1st Shift</u> Per Hour	<u>2nd/3rd Shift</u> Per Hour
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2016**

**Engineer When Operating Crane With Boom and Jib or Leads 120' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Regular Crane Operator, Job Mechanic and Concrete Pump With Boom Operator**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2016**

**Regular Engineer, Hydro-Excavator and Remote-Controlled Concrete Breaker**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Forklift, Lull or Extend-A-Boom Forklift**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2016**

**Engineer When Operating Compressor or Welding Machine**

	<u>1st Shift</u> Per Hour	<u>2nd/3rd Shift</u> Per Hour
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Fireman or Oiler**

	<u>1st Shift</u> Per Hour	<u>2nd/3rd Shift</u> Per Hour
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2017**

Wage rates effective June 2017 will be issued as a supplement to this Agreement. All Gross Wages increase by \$.75/hr. All increases will be allocated to satisfy Pension first, and Health Care second and remainder to be allocated by the Union.

**Engineer When Operating Crane With Boom and Jib or Leads 400' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 300' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2017**

**Engineer When Operating Crane With Boom and Jib or Leads 220' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor-Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Crane With Boom and Jib or Leads 140' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2017**

**Engineer When Operating Crane With Boom and Jib or Leads 120' or Longer**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Regular Crane Operator, Job Mechanic and Concrete Pump With Boom Operator**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2017**

**Regular Engineer, Hydro-Excavator and Remote-Controlled Concrete Breaker**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

**Engineer When Operating Forklift, Lull or Extend-A-Boom Forklift**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	\$__.	\$__.
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

**EFFECTIVE FIRST FULL PAYROLL PERIOD  
COMMENCING ON OR AFTER JUNE 1, 2017**

**Engineer When Operating Compressor or Welding Machine**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

**Fireman or Oiler**

	<u>1st Shift</u> <u>Per Hour</u>	<u>2nd/3rd Shift</u> <u>Per Hour</u>
Base Wage*	\$__.	\$__.
Vacation & Holiday* (15% Funded)	\$__.	\$__.
Insurance (Funded)	\$__.	\$__.
Pension (Funded)	\$__.	\$__.
Defined Contribution Pension Fund (Funded)	\$__.	\$__.
Retiree Benefit Fund (Funded)	\$__.	\$__.
Apprenticeship Training Program (Funded)	\$__.	\$__.
Labor Management Education Committee (Funded)	\$__.	\$__.
<b>GROSS WAGE</b>	<b>\$__.</b>	<b>\$__.</b>
Industry Advancement Program	\$__.	\$__.

\*Subject to Federal Withholding and F.I.C.A. and all other required deductions.

2013 - 2018

Supplemental Industry  
Advancement Program Agreement

between

Associated General Contractors of Michigan Detroit Area

and

The International Union of  
Operating Engineers  
Local No. 324, 324-A, B, C, D, G, H, P, RA, S -  
AFL-CIO

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**SUPPLEMENTAL AGREEMENT  
INDUSTRY ADVANCEMENT PROGRAM**

A. The Association shall establish an Industry Advancement Program whose activities shall be financed by the payments provided for in Section 34 of the Agreement. No Employer or Union has or shall have any right, title, interest or claim, legal or equitable, in or to any payments made or to be made for allocation to said Industry Advancement Program, nor shall any part of the fund or assets of said Industry Advancement Program or any part of any payments allocated to the Industry Advancement Program at any time be paid to any Employer or to any other Employer who is a party to an agreement with the Union requiring the same payments as provided for in Section 34, or to any employee, or to the Union except to finance such activities or benefits as are or shall be carried on in accordance with the provisions of this Supplemental Agreement, or except as part, and in the form of, the activities and the benefits thereunder which the Association, as administrator of said Industry Advancement Program, may undertake in accordance with the provisions of this Supplemental Agreement; and provided further nothing herein before contained shall be deemed in any way to limit or affect the right of the Union to compel any Employer or such other Employer by legal or equitable action or otherwise to fulfill his obligation to make payments to said Industry Advancement Program, or to collect in any bankruptcy, reorganization or similar proceeding any such payments due from and unpaid by any Employer or other Employer, and provided further, that nothing hereinbefore contained shall affect the Association's rights to subrogation. Upon termination of payments allocable to the Industry Advancement Program, by reason of the expiration of this Agreement or because of the absence, or any other reason, of a contractual obligation upon the Employer to make payments so allocable, the assets and fund of the Industry Advancement Program shall not be distributed among any Employers or other Employers, or among employees, or to the Union but shall be held by the Association, which shall continue to administer and expend said assets and fund for the purposes, and subject to all the conditions set forth herein.

The Association may use the monies allocated and paid into the fund of the Industry Advancement Program, and the income from the investment thereof, for the purpose of meeting all costs to the Association (including, but not limited to rent, salaries of staff and legal counsel fees, office expense, cost of equipment, printing, stationery and items in the nature thereof), for carrying out the following industry-wide activities within the counties covered by this Agreement, for the benefit of the building and construction industry as a whole within said counties and particularly for the benefit of Employers

making payments allocated to the Industry Advancement Program, except as an expenditure for any such activity is prohibited by Section B of this Supplement.

(1) **ACCIDENT PREVENTION.** For example, the costs for promoting a Safety Campaign to help prevent personnel accidents in the industry. The Association shall designate one of its staff to act on all matters pertaining to safety, whose duties shall be, among others, to distribute to Employers and employees literature advocating, explaining and promoting accident prevention; to meet with authorized representatives of the Union when necessary for discussion of matters of safety and accident prevention; to attend meetings and conferences dealing with safety and accident prevention; and to engage in similar activities for the promotion of safety and accident prevention.

(2) **EDUCATION.** For example, to create, operate and maintain programs for the benefit of the building and construction industry as a whole within the counties covered by this Agreement, such as schools for Estimators, Construction Superintendents, Foremen and other supervisory personnel.

(3) **RESEARCH INTO NEW METHODS AND MATERIALS.** For example, to investigate new methods and new materials for use in the building and construction industry and establish the necessary machinery to see to it that the assignment of work with or upon such methods or materials is made, subject to the applicable provisions of this Agreement, to the correct Trade in order to avoid jurisdictional disputes.

(4) **PUBLIC RELATIONS.** For example, to conduct a Public Relations Program for the benefit of the building and construction industry in the aforesaid counties, particularly to make an effort to obtain the work in industrial plants.

(5) **INDUSTRY RELATIONS** with architects, engineers, building owners, government officials, subcontractors, material and equipment suppliers, manufacturers, and insurance and bonding companies.

(6) **LABOR RELATIONS.** For example, to pay the compensation of the representatives of the Association participating in collective bargaining negotiations and grievance meetings with representatives of the Union; to pay the compensation of the representative or representatives of the Association in the presentation of any dispute to an arbitrator, as well as Management's share of the expenses and compensation of the arbitrator; to pay the expenses and compensation of witnesses in

any grievance or arbitration proceedings; and to defray the expenses of said representatives in connection with the foregoing services and the cost to the Association of informative literature and other publications and usual sources of information relevant to collective bargaining and the processing of grievances, as well as the cost of disseminating such information among the members of the Association and other Employers in the building and construction trades industry.

**(7) MANAGEMENT PARTICIPATION IN UNION HEALTH CARE PLAN AND SIMILAR FUNDS.** For example, to pay the compensation and the necessary expenses incurred in connection with their services as such, of the representatives of the Employers upon the Operating Engineers Health Care Plan, the Operating Engineers Pension Fund, the Operating Engineers Vacation and Holiday Fund, the Operating Engineers Retiree Benefit Fund, and upon any other body composed jointly of representatives of Employers and representatives of Employees.

**(8) MARKET DEVELOPMENT.** For example, to educate industrial owners and governmental awarding authorities and agencies to contract out construction maintenance and repair work.

**(9) STANDARDIZATION OF CONTRACTS AND SPECIFICATIONS.** For example, to see to it that the architect states in the specifications at the proper place and with sufficient particularity an adequate definition of the work to be performed thereby eliminating many needless jurisdictional disputes by improper assignment of work in the first instance.

**(10) DISASTER RELIEF AND CIVILIAN DEFENSE.**

B. No part of this fund allocated to the Industry Advancement Program shall be spent directly or indirectly for any of the following or similar purposes.

(1) Lobbying, publicity or other endeavors in the promotion of legislation, existing or proposed, opposed by either the AFL-CIO, the International Union of Operating Engineers, or in opposition to legislation, existing or proposed, which is sponsored or favored by the AFL-CIO, the International Union of Operating Engineers.

(2) Subsidies, indemnities or payments of any kind to contractors, during, for, or in connection with a period or periods of strike, lockout or work stoppage, or payments to any fund, insurance carrier, or other person or entity, as a premium for, or in

consideration of payment by such fund, insurance carrier, or other person or entity, of such subsidies or indemnities or payments to contractors.

(3) Litigation of any kind before any court or administrative body against the Union, or any of the members of the Union, or the payments of any costs or expenses directly or indirectly involved in such litigation.

(4) Payment of dues to, or the making of any other contribution, directly or indirectly, to **AGC of Michigan, Detroit Area**, or to its successor or to any like organization.

(5) Publicity or public relations campaigns in support of Management's position respecting pending or prospective collective bargaining negotiations with the Union or in support of Management's point of view on any matter involving the industry which could, directly or indirectly, affect the availability of work or employment for, or the wages or conditions of employment of the members of the Union, when such point of view is opposed by the Union.

(6) Any activity injurious to the Union or any of its affiliated locals. In the event that any activities of a program commenced by the Association were not apparent at the time of their commencement to be injurious to the Union, but later a complaint is made by the Union to the Association that any such activity is injurious to the Union, then, whether such activity or activities shall be continued and whether said activity or activities shall be financed out of monies already paid into the Industry Advancement Program or to be paid into the Industry Advancement Program, shall if there is no agreement between the Association and the Union as to the complaint made, on the demand of either side, made no later than thirty (30) days after the date of the complaint, be submitted for arbitration to an arbitrator selected by lot from a list supplied by the American Arbitration Association. The arbitrator shall hold the hearing and render his award within five (5) days after his selection, which award shall be final and binding upon the parties hereto. In arriving at his award, the arbitrator shall be governed as follows:

- (A) In the event that the Association's obligation is only to pay for the activity of said program on a current basis as the activity progresses.
  - (i) Then if the Association alters or discontinues the program pending the arbitration of the Union's complaint, the Association shall have no obligation to reimburse the funds of the Industry Advancement Program

for any monies it has paid or may be obligated to pay for such of said activities as preceded the date of Union's complaint.

- (ii) If pending such arbitration the Association does not discontinue or alter the program to meet the Union's complaint, then the question to be decided by the arbitrator, in addition to whether the program or some phase of it was injurious to the Union, shall be as follows.
  - (a) Was it within the control of the Association to discontinue or modify the program? If the answer is that it was not within the Association's control, then the Association shall not be obligated to reimburse the funds of the Industry Advancement Program for the monies spent during the period between the date of the complaint and the date of the arbitrator's award.
  - (b) If the award is that it was within the control of the Association, then the arbitrator shall be asked to decide an additional question, viz., would the discontinuance or alteration of the program have caused more harm to the Association than it would have caused to the Union. If the answer is in the affirmative, then, again, the Association shall be absolved of any liability to reimburse the funds of the Industry Advancement Program for payments made between the date of the Council's complaint and the date of the award. If the answer is in the negative, Association shall reimburse to the funds of the Industry Advancement Program such expenditures as were made and incurred between the date of the Union's complaint and the date of the award.
- (B) Where the financing of the activities of the program is by prepayment either at the inception of the program or at various points after its inception, or is provided for by a contract which would impose upon the Association an irreducible obligation for a fixed amount irrespective of continuance or discontinuance of the program, then if the Union complains that any of the activities of the program are injurious to the Union and the Association does not discontinue or modify such activities to meet the Union's complaint, and if the arbitrator awards that any of the activities of the program are injurious to the Union, then the Association shall be obligated to reimburse the funds of the Industry Advancement Program for a portion of such prepayment or fixed amount as the quantity of service or

time utilized in said program's activities after Union's complaint and until compliance with the arbitrator's award bears to the whole quantity of the service to be rendered or to the whole of the time to be utilized for the activities so prepaid or contracted for.

In any event, if the arbitrator's award is that any of the activities of the program were injurious, then, from the date of the award the Industry Advancement Program's funds may not be used to continue such activities of the program unless altered to obviate injury to the Union, although the program may be continued in its original form by the Association out of its own funds.

C. None of the provisions in Section B of this Supplement shall operate to prohibit any communication from the Association to its members at any time, nor to prohibit the expression by such of the Association's representatives as are paid with the monies of the Industry Advancement Program of any position of the Association or its members in collective bargaining or in the adjustment or arbitration of grievances or in negotiations of any matter affecting wages or conditions of employment of the members of the Union.

D. An Annual Audit listing the actual expenditures made during the preceding year out of the funds of the Industry Advancement Program will be made and certified by a Certified Public Accountant. This audit will be made available to the Union.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officers, duly authorized, this 27th day of March 2013.

**AGC OF MICHIGAN, DETROIT AREA**  
Scott D. Fisher, Director of Labor Relations

**INTERNATIONAL UNION OF OPERATING ENGINEERS,**  
LOCAL No. 324, A, B, C, D, G, H, P, RA, S - AFL-CIO

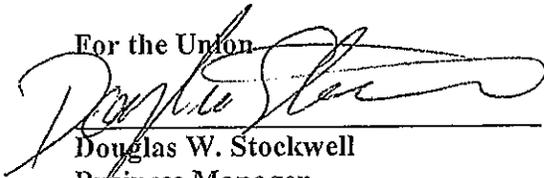
Douglas W. Stockwell, Business Manager  
Scott Page, President  
Tom Scott, Recording-Corresponding Secretary

## LETTER OF UNDERSTANDING

Associated General Contractors of Michigan ("Association"), on behalf of its members ("Employers"), and International Union of Operating Engineers Local 324 and 324-A, AFL-CIO ("Union"), agree as follows:

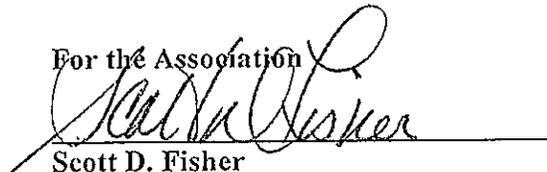
1. On June 1, 2014, the beginning of the second contract year of the current collective bargaining agreement between the Association and the Union, dated March 27, 2013 through May 31, 2018 ("Agreement"), there shall be established an exclusive hiring hall covering all members of the Employers.
2. AGC of Michigan shall have a seat with equal representation on a joint committee which shall establish the rules and procedures for the exclusive hiring hall to go into effect on June 1, 2014.
3. On or about June 1, 2015, after the exclusive hiring hall has been in operation for one year, the Association and the Union shall meet and discuss the implementation of the hiring hall and address any major problems with its operation.
4. The exclusive hiring hall agreed to herein shall remain in effect for the remaining duration of the Agreement.

For the Union



Douglas W. Stockwell  
Business Manager  
Operating Engineers Local 324

For the Association



Scott D. Fisher  
Vice President, Labor Relations Division  
AGC of Michigan